



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

### BOARD OF DIRECTORS MEETING

Thursday, October 3, 2024, • 9:00 a.m.

County of Los Angeles Sheriff’s Department (LASD)  
 Community College Bureau  
 1055 Corporate Center Drive  
 Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: [Join the meeting now](#)

#### Call-in Number for the Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

**Telephone Number:** (323) 886-6924

**Conference ID:** 563 825 841#

#### AGENDA POSTED: September 26, 2024

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

MEMBERS		ALTERNATES	
1.	<b>Fesia Davenport, CEO</b> County of Los Angeles Chief Executive Office	1.	<b>Leslie Luke, Deputy Director, Office of Emergency Management</b> County of Los Angeles Chief Executive Office
2.	<b>Anthony Marrone (Vice-Chair), Fire Chief</b> County of Los Angeles Fire Department	2.	<b>Michael Inman, Deputy Fire Chief</b> County of Los Angeles Fire Department
3.	<b>Robert Luna (Chair), Sheriff</b> County of Los Angeles Sheriff’s Department	3.	<b>David Sum, Captain</b> County of Los Angeles Sheriff’s Department
4.	<b>Richard Tadeo, Director, EMS Agency</b> County of Los Angeles Department of Health Services	4.	<b>Jacqueline Rifenburg, Assistant Director, EMS Agency</b> County of Los Angeles Department of Health Services
5.	<b>Vincent Capelle, Fire Chief (West Covina)</b> Los Angeles Area Fire Chiefs Association	5.	<b>Michael Browne, Assistant Fire Chief (West Covina)</b> Los Angeles Area Fire Chiefs Association
6.	<b>Scott Wiese, Police Chief (Monterey Park)</b> Los Angeles County Police Chief’s Association	6.	<b>Gustavo Jimenez, Police Captain (Monterey Park)</b> Los Angeles County Police Chief’s Association
7.	<b>Joshua Nelson, City Manager (City of Industry)</b> California Contract Cities Association	7.	<b>Marcel Rodarte, Executive Director</b> California Contract Cities Association
8.	<b>David Povero, Police Chief</b> At-Large Seat #3 (City of Covina Police Department)	8.	<b>Ric Walczak, Captain</b> At-Large Seat #3 (City of Covina Police Department)
9.	<b>Mark Fronterotta, Police Chief</b> At-Large Seat #2 (City of Inglewood Police Department)	9.	<b>Cardell Hurt, Captain</b> At-Large Seat #2 (City of Inglewood Police Department)
10.	<b>Chris Nigg, Fire Chief</b> At-Large Seat #4 (City of La Verne Fire Department)	10.	<b>Brandon Coatney, Deputy Fire Chief</b> At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS
<b>Scott Edson, LA-RICS Executive Director</b>
<b>Ronald Watson, LA-RICS Deputy Executive Director</b>
<b>Oscar Valdez, County of Los Angeles, Auditor-Controller</b>
<b>Elizabeth Buenrostro Ginsberg, County of Los Angeles, Treasurer and Tax Collector</b>
<b>Beatriz Cojulun, LA-RICS Board Secretary</b>



**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, 2024 – Regular Minutes

Agenda Item A

**IV. PUBLIC COMMENTS –**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (B – E)**

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

**C.** Project Manager’s Report – Riad ElMasri

Agenda Item C

**D.** Joint Operations and Technical Committee Chair’s Report – Lt. Robert Weber

**E.** Finance Committee Chair’s Report – NONE

**VII. DISCUSSION ITEMS (F – G)**

**F.** Land Mobile Radio Network Operations Status and Issues – Ted Pao

Agenda Item F

**G.** Outreach Update – Lt. Robert Weber

Agenda Item G

**VIII. ADMINISTRATIVE MATTERS (H – L)**



**H. 2025 SCHEDULE OF LA-RICS BOARD MEETINGS**

It is recommended that your Board approve the following Regular Board Meeting Schedule for in-person meeting dates for the calendar year 2025

<b>Regular Meeting (1<sup>st</sup> Thursday of the month)</b>
January 9, 2025 (2 <sup>nd</sup> Thursday due to January 1 <sup>st</sup> Holiday)
February 6, 2025
March 6, 2025
April 3, 2025
May 1, 2025
June 5, 2025
July 10, 2025 (2 <sup>nd</sup> Thursday due to July 4 <sup>th</sup> Holiday)
August 7, 2025
September 4, 2025
October 2, 2025
November 6, 2025
December 4, 2025

All Regular Meetings will be held at 9:00 a.m. Pacific Time. In-Person meetings will be held at the County of Los Angeles Sheriff’s Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754

Agenda Item H

**I. APPROVE LMR AMENDMENT NO. 122 (UNILATERAL AMENDMENT NO. 34) AND AMENDMENT NO. 123 TO AGREEMENT NO. LA-RICS 007**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity



services at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) 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; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project
- c. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.



- d. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with including approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
2. Approve the six years of LMR System Maintenance and Amendment No. 122 (Unilateral Amendment No. 34) to Agreement No. LA-RICS 007 as follows:
    - a. Exercise the first one-year Unilateral Option Term for Phase 5 (LMR System Maintenance) Maintenance Work, for the ongoing maintenance, inclusive of preventative and corrective maintenance, system enhancements, support services, etc. for the LMR System, excluding Software Maintenance as such scope and costs will be covered under the LMR System SUA, in the amount of \$3,370,915, commencing on November 17, 2024, and concluding on November 16, 2025.
    - b. Remove the Software Maintenance cost the first one-year Option Term in the amount of \$640,175 as such scope will be covered under the LMR System SUA.
    - c. As the first one-year Option Term costs are currently reflected in the Maximum Contract Sum, should your Board approve these recommended actions, the \$3,370,915 amount will be shifted from a Unilateral Option Sum to a Contract Sum (Payable Amount). Correspondingly, the Maximum Contract Sum is impacted by the decrease in the Software Maintenance cost in an amount of \$640,175, reducing the Maximum Contract Sum from \$217,174,751 to \$216,534,576.
    - d. Delegate authority to the Executive Director to execute Amendment No. 122 (Unilateral Amendment No. 34), in substantially similar form to the enclosed Amendment (**Enclosure 2**), and issue six (6) Notices



- to Proceed (NTP) for this work subject to the appropriation of funding in accordance with Section 10 of the Base Agreement.
- e. Delegate authority to the Executive Director to exercise subsequent Phase 5 (LMR System Maintenance) Option Terms by way of amendment, provided such amendments are approved by Counsel to the Authority as to form and such costs are within annual adopted LA-RICS Operating Budgets, and issue one or more NTPs for such Option Terms as may be needed.
3. Approve the six (6) years of the SUA and Amendment No. 123 to Agreement No. LA-RICS 007 as follows:
- a. Incorporate into the Agreement an SUA for the LMR System for a six (6) year term for a total amount of \$24,314,107 with a first-year amount of \$3,613,523 commencing on November 17, 2024 and concluding on November 16, 2030.
  - b. Include costs for certain interconnections funded by UASI grant to further interoperability efforts in the region in the amount of \$1,740,000.
  - c. Remove the Software Maintenance costs for Option Years 2 through 6 in the amount of \$2,400,655 as such scope is covered under the LMR System SUA.
  - d. Increase the Maximum Contract Sum by \$21,913,542 from \$216,534,576 to \$238,448,028 to reflect the inclusion of the six (6) year LMR System SUA term, as well as the UASI-funded interconnection costs, less the Software Maintenance costs.
  - e. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 123, in substantially similar form to the enclosed Amendment (**Enclosure 3**), and issue six (6) NTPs for this work, one for each year following budget appropriation, for a total not-to-exceed amount of \$24,314,107.

#### Agenda Item I

### **J. APPROVE AN AGREEMENT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT THE LA-RICS CASTRO PEAK (CPK)**

It is recommended that your Board:

- 1. Find that (a) approval of an Agreement for tower demolition and removal services at the CPK site is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable



Communications System (LA-RICS) LMR System, which was previously certified by the Board under the California Environmental Quality Act (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, and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.

2. Approve entering into an Agreement with Diversified Communications Services LLC for Tower Demolition and Removal Services at the CPK site, in substantially similar in form to the attached Enclosure, for a total contract amount of \$144,000.
3. Delegate authority to the Executive Director as follows:
  - a. To execute the Agreement substantially similar in form to the attached Enclosure.
  - b. To approve and execute Amendments to the Agreement that do not impact the total not-to-exceed contract amount, the term, or any terms or conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.
  - c. To issue Notices to Proceed for work contemplated in the Agreement.

Agenda Item J

**K. APPROVE AN INTERCONNECTION MEMORANDUM OF UNDERSTANDING (MOU) FOR USE WITH VARIOUS AGENCIES**

It is recommended that your Board:

1. Approve the MOU, similar in form to the enclosed (Enclosure), for use between the Authority and various agencies, to allow for, among other things, the oversight, use, control, coordination and management of regional talkgroups using various interconnections, such as but not limited to, Inter-RF Subsystem Interface (ISSI) connections, to link to the LMR System to achieve regional interoperability.
2. Delegate authority to the Executive Director to execute Interconnection MOUs with various agencies to achieve regional interoperability.



3. Delegate authority to the Executive Director to approve and execute amendments to the Interconnections MOU, provided such amendments are approved as to form by Counsel to the Authority.

Agenda Item K

**L. APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT (ISD) FOR FACILITIES MAINTENANCE AND ANCILLARY SERVICES**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) 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; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
  - b. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
  - c. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the





- continued operation and maintenance of the LMR System at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
- d. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
  - e. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services' scope with respect to the as-needed tree trimming to avoid obstruction to microwave path, which would be performed in compliance with existing federal, state and local regulations, codes and ordinances, and the as-needed minor repair of existing access roads to the LMR System sites in Enclosure 1 are categorically exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301.
2. Approve an MOU between ISD and the Authority, similar in form to the enclosed (**Enclosure 2**), to allow ISD to provide Facilities Maintenance and Ancillary Services that are necessary for the continued operation and maintenance of the LMR System beyond the Warranty Period ending November 16, 2024. The term of the MOU will be for a period of six (6) years commencing on November 17, 2024 and concluding on November 16, 2030, unless sooner terminated or extended, in whole or in part.
  3. Approve a total annual not-to-exceed amount of \$7,202,000, made up of \$4,920,000 for base scope of work and \$2,282,000 for potential as-needed work, for a total aggregate not-to-exceed amount of \$43,212,000 for the six (6) year term.
  4. Delegate authority to the Executive Director to negotiate, finalize, and execute the MOU in substantially similar form to the enclosed MOU (**Enclosure 2**).



5. Delegate authority to the Executive Director to approve and execute amendments to the MOU, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item L

**IX. MISCELLANEOUS**

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

**XI. CLOSED SESSION REPORT – NONE**

**XII. ADJOURNMENT AND NEXT MEETING**

Regular Board Meeting on Thursday, November 7, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



## BOARD MEETING INFORMATION

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

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

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

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

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



# **BOARD OF DIRECTORS REGULAR MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**Thursday, August 1, 2024, - 9:00 a.m.**

## **BOARD MEMBERS PRESENT**

**Richard Tadeo**, Director, EMS Agency

**Scott Weise**, Police Chief (Monterey Park), Los Angeles County Police Chief's Association

**Joshua Nelson**, City Manager (City of Industry), California Contract Cities Association

**David Povero**, Police Chief, City of Covina Police Department

**Chris Nigg**, Fire Chief, City of La Verne Fire Department

## **ALTERNATES FOR BOARD MEMBERS PRESENT**

**Leslie Luke**, Deputy Director, Office of Emergency Management

**Michael Inman**, Deputy Fire Chief, County of Los Angeles Fire Department

**Chief Brian Yanagi**, Chief, County of Los Angeles Sherriff's Department

**Cardell Hurt**, Captain, City of Inglewood Police Department

## **OFFICERS PRESENT**

**Scott Edson**, LA-RICS Executive Director

**Beatriz Cojulun**, LA-RICS, Board Secretary

## **BOARD MEMBERS ABSENT / VACANT**

**Chief Vincent Capelle**, Fire Chief (West Covina), Los Angeles Area Fire Chief's Association



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

**I. CALL TO ORDER**

Alternate Board Chair Brian Yanagi welcomed attendees and called the August 1, 2024, Regular Board meeting to order at 9:00 a.m.

**II. ANNOUNCE QUORUM – ROLL CALL**

LA-RICS Team Member Marissa Bosque took the roll and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES – (A)**

**A. June 6, 2024 – Regular Minutes**

Agenda Item A

Alternate Board Chair Chief Brian Yanagi asked the Board if there were any comments or corrections to the Regular Meeting Minutes for June 6, 2024. There were no questions or corrections, therefore, he asked for a motion to approve the minutes.

Board Member Chris Nigg motioned first, seconded by Board Member Scott Wiese

AYES (9): Luke, Inman, Yanagi, Tadeo, Wiese, Nelson, Povero, Hurt, and Nigg.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS –**

Scott Montez, a Motorola Solutions Inc.'s (MSI) team member, introduced himself as the new MSI System Manager for LA-RICS, recently retired from law enforcement.

**V. CONSENT CALENDAR – NONE**

There were no reports on the Regular Meeting Agenda.

**VI. REPORTS (B – E)**

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



Executive Director Scott Edson greeted the Board and reported the Land Mobile Radio (LMR) network experienced a relatively smooth operation during June 2024 and July 2024. Executive Director Edson further reported there were no major outages or security issues that affected end user operations. Executive Director Edson went on to say the Fourth of July Independence Day holiday in the region had minimal impact on network performance, although an increase in radio transmissions were observed during the evening hours for both legal and illegal fireworks that were used to celebrate the holiday. Executive Director Edson mentioned despite this, there were no significant disruptions or busy signals. Executive Director Edson stated, as mentioned in previous Board reports, the issue with site IDs required by MSI's Network Operations Center (NOC) for properly opening incidents for door alarm tickets was partially resolved, however, some sites and subsystems still lacked proper site IDs. Executive Director Edson said MSI has been dedicated to resolving this issue and would continue to work diligently with LA-RICS and with their internal team on this matter. Executive Director Edson mentioned that as discussed in the June 2024 meeting, ongoing power issues at sites Burnt Peak (BUR1) and Green Mountain (GRM) continued to pose as challenges. Executive Director Edson went on to say that as these sites were in remote areas with limited cell phone coverage, which made it challenging for power restoration work and hindered the ability to communicate with contractors and personnel when doing onsite repairs. Executive Director Edson mentioned there was a path forward in the installation of a new pole at GRM and anticipated the site to have power by the end of the year. Executive Director Edson further mentioned Southern California Edison (SCE) was moving forward with their solar site at BUR1, and LA-RICS was preparing for power connection to the solar site by the end of January 2025.

Executive Director Edson reported over the past two (2) months, LA-RICS staff was working with MSI on contract amendments for various contractual tasks, most noticeably the one (1) year Maintenance and System Upgrade Agreement as both agreements were crucial for maintaining the LMR System operation and the Warranty Period which ends in November 2024. Executive Director Edson further reported the one (1) year Maintenance Agreement with MSI would ensure service personnel were available to troubleshoot and restore in-field LMR components of the radio and site infrastructure. Executive Director Edson went on to say this contract included ongoing preventative maintenance for each system. Executive Director Edson shared the System Upgrade Agreement covered selected upgrades to the LMR system through a multi-year agreement ensuring the LMR software and certain hardware remained compliant with manufacturers to support the life cycle. Executive Director Edson expressed this agreement would cover the first six (6) years of operation, and the LA-RICS staff would prepare the final contract amendments during the month of August 2024 for the Board meeting in September 2024.



Executive Director Edson stated, additionally, LA-RICS continues to hold services and maintenance meetings with other providers, for example, the County of Los Angeles (County) Internal Services Department (ISD) to ensure all operations and maintenance needs are accounted for, and LA-RICS receives the best service at the best price.

Regarding budget and fiscal matters, Executive Director Edson reported as LA-RICS proceeded through the twelve (12) month Warranty Period, onboarded users and work with the region towards Interoperability, LA-RICS was proceeding in accordance with the Adopted Budget, expending funds in accordance with the budget and the grantor-approved spending plan, as well as reporting to the Board on uses of certain special accounts and delegations. Executive Director Edson referenced Agenda Item "H" which provides a report on quarterly use of the remaining AT&T Business Agreement funds, predominantly used to pay for counsel expenses tied to the Public Safety Broadband Network (PSBN) program. Executive Director Edson went on to say, Agenda Item "I" provides the Board with a report on the Governmental Services uses, which were for those operations and maintenance services that were either not included in the MSI Warranty Period Agreement, or services MSI was declining to provide.

Executive Director Edson shared since November 2023, LA-RICS was working with a different MSI team, the Services Team, who are much more open to a true public safety partnership. Executive Director Edson further shared the two (2) parties did not agree on everything, however, mutual agreement was often reached after discussions.

Executive Director Edson stated, regarding grants, members of the LA-RICS team were invited to attend the National Homeland Security Conference (NHSC) in Miami, Florida, which was paid for by grant funds from the City of Los Angeles (City) Mayor's Office. Executive Director Edson further stated the conference included informative sessions relating to grants initiatives, regional priorities, as well as grants and contract educational tracks. Executive Director Edson went on to say members of the team participated in a panel sharing best practices and lessons learned while navigating grant-funded deployment of capital projects.

Executive Director Edson expressed, of great importance to LA-RICS was participation in the World Cup Soccer discussion that was held during the conference. Executive Director Edson further expressed, with many lessons learned from the Copa America game in Miami, Florida, the LA-RICS team aggressively pursuing a seat at the collaborative meeting. Executive Director Edson shared the LA-RICS team served as the leader, along with the Ad Hoc Committee, on Interoperability for LA-RICS' Technical and Operations Committees as well as the Urban Areas Security Initiative's (UASI) Interoperable Communications Working Group, by assisting agencies in the region, drafting, and publishing for regional policies and procedures as well as pushing for programming



of shared IDs. Executive Director Edson further shared LA-RICS worked on establishing workarounds for systems that were islands or essentially solo systems and not yet completed in their deployment, to ensure regional Interoperability for planned and emergent events. Executive Director Edson went on to say, unfortunately, despite LA-RICS leadership and expressed request to be included in the regional collaboration discussions, LA-RICS was turned away from the World Cup collaboration meeting in Miami, with the City Mayor's Office citing limited seat availability. Executive Director Edson stated he met with the City Deputy Mayor Brian Williams this week and urged the importance of transparency, collaboration, and equitable funding, in order to ensure the region provided its constituents and grantor with what they paid for, which was Interoperable communications in the region. Executive Director Edson requested Board Members advocate for transparency and inclusion when it comes to these planning and collaboration meetings as participation and involvement have been key to ensure success. Executive Director Edson also requested for association representatives to speak with their leadership and assist LA-RICS with Interoperability connections and shared IDs. Executive Director Edson mentioned time was running out to make these connections, approve Standard Operating Procedures (SOP) and training before the World Cup event is here.

Regarding contracts, Executive Director Edson reiterated LA-RICS has a P25 system with some proprietary features built by MSI, and as the system was being built, there were certain subsystems, parts, components, and the like, that keep the system running. Executive Director Edson reported, as LA-RICS moves through the Warranty Phase and into the first year of maintenance, there were certain features, software, equipment that either required an upgrade or an expansion to maintain optimal system operation and monitoring. Executive Director Edson further reported he was seeking the Board's permission to enter Sole Source negotiations for data management software enhancement and upgrade under Agenda Item "K". Executive Director Edson went on to say this was another example of an existing service LA-RICS received from Gencore, which now required an upgrade that could be more efficiently and cost-effectively negotiated, as it would be directly negotiated by the Authority rather than going through MSI and their corresponding markups. Executive Director Edson stated Sole Source was necessary, as GenCore was the provider of LA-RICS' current GenWatch3 data management platform, and LA-RICS sought enhancements to this existing solution. Executive Director Edson reiterated LA-RICS contracts and legal team together with LA-RICS Operational and Technical teams were always looking for the most competitive and cost-efficient solutions for the ongoing operations and maintenance of the system, with Sole Source requests coming to the Board as they are an expansion of an existing solutions platform and equipment that already form part of the LMR network. Executive Director Edson mentioned he would cover additional details relating to this request under Agenda Item "K".





Executive Director Edson stated LA-RICS expected the UASI Approval Authority (AA) to meet soon, and he reminded Board Members to work with their respective UASI AA Associations, city partnerships, and leadership, to ensure LA-RICS received an equitable amount of 2025 UASI funds for operations and maintenance funding. Executive Director Edson further stated there was no system that could do what LA-RICS could do in the region for World Cup, Super Bowl, and the Olympics, let alone daily emergencies and disasters. Executive Director Edson expressed the region needs to fulfill its obligations to the state and the Federal Emergency Management Agency (FEMA) and, of course, the citizens, and become fully interoperable.

This concluded the report on Agenda Item B by Executive Director Edson. There was no further discussion.

**C. Project Manager's Report – Brian Smyth**

Program Director Brian Smyth greeted the Board and presented Agenda Item C.

Program Director Smyth reported progress negotiating site security upgrades with DPS Security Services, to provide security equipment such as cameras and door access controls at LMR sites. Program Director Smyth further reported design review meetings generated some changes as to camera types and functions, and site-specific camera location drawings would be issued for a specific count and location of cameras by type. Program Director Smyth went on to say the anticipated approval of the proposal was August 31, 2024, with a Notice to Proceed (NTP) and Board approval by September 2024. Regarding utility power at site GRM, Program Director Smyth shared there was a possibility LA-RICS could obtain their own Right of Entry (ROE) permit within three (3) weeks, and accordingly, the contractor was aware they needed to remobilize and commence work upon receipt of the ROE. Program Director Smyth further shared the anticipated completion of LA-RICS' scope was September 30, 2024, and power would be available after the City of Los Angeles Department of Water and Power (LADWP) installed a new pole and pulled cable to the LA-RICS' shelter. Regarding utility power at site BUR1, Program Director Smyth stated the power application was resubmitted, and LA-RICS planned to have a contractor onboard in October 2024, with power available by the end of 2024.

Program Director Smyth shared the access road to site Pine Mountain (PMT) was repaired by the United States Forest Service (USFS), and the road to site Whitaker Middle Peak (WMP) remained in design due to budget issues. Program Director Smyth further shared the County of Los Angeles Sheriff's Department (LASD) provided ATVs to transport vendors to the site for Preventative Maintenance work.



Program Director Smyth reported, because of the felony burglary incident at site Baldwin Hills (BHS), LA-RICS was replacing the cores on sites that were of security concern and, in the future, LA-RICS would have programmable systems, card access, and keys that would not be as readily available, as they would only be used for power outages and first responders. Program Director Smyth further reported migration at site Castro Peak (CPK) was ongoing; the Invitation for Bid (IFB) for tower demolition was in process; the Special Use Permit was received; the bid submission date was August 19, 2024, and the target date for contract execution was September 5, 2024.

Program Director Smyth shared images of damaged microwave dish covers at sites CPK and Los Angeles Department of Water and Power 243 (LDWP243). Program Director Smyth reported a pest control company was dispatched to site CPK to investigate conditions and recommend mitigation measures, and the pest control company addressed a minor issue with bees and speculated dish cover damage was caused by birds seeing a nesting place. Program Director Smyth further reported MSI would visit the site to assess damage and recommend repairs accordingly.

This concluded the report on Agenda Item C by Project Director Smyth. There was no further discussion.

**D. Joint Operations and Technical Committee Chair's Report – Operations Lead Lieutenant Robert Weber**

Operations Lead Lt. Robert Weber greeted the Board and presented Agenda Item D.

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on June 18, 2024, chaired by Operations Lead Lt. Weber; having quorum present; the Minutes were approved; the Joint Committee received an update on the LMR system by Project Director Smyth; and discussed regional Interoperability and progress regarding interoperability with shared IDs and the Inter Subsystem Interface (ISSI).

Operations Lead Lt. Weber stated Technical Lead Ted Pao provided the Committee with an update on the LMR Network Operations Status and Issues, similar to what he would present to the Board. Operations Lead Lt. Weber provided an update on the Ad Hoc Committee and stated a draft SOP was under review by Joint Committee Members. Operations Lead Lt. Weber shared the final report was a radio demonstration with the City of Monterey Park Police Department, as they were the first agency to onboard to the LA-RICS system with shared IDs. Operations Lead Lt. Weber further shared a test was conducted with those shared IDs and thanked the City of Monterey Park Police Department for their assistance, and he hoped to have more agencies onboarded soon. Operations Lead Lt. Weber



mentioned the next Joint Committee meeting has been scheduled for August 20, 2024.

Board Member Wiese inquired if the Interagency Communications Interoperability (ICI) System was cooperating, and if Inglewood Police Department (IGPD) was not already onboard with ICI, they should, as it would be a great way to see an LA-RICS user completely up and running on ICI. Operations Lead Lt. Weber expressed ICI had been very cooperative and working with LA-RICS. Operations Lead Lt. Weber stated there were some hurdles to overcome between LASD and ICI such as encryption and how records of issued IDs would be kept. Operations Lead Lt. Weber further stated ICI has been working with LA-RICS, as well as having a few agencies such as the City of Torrance Police Department (PD), which would be onboarding soon. Operations Lead Lt. Weber went on to say he hoped IGPD and the South Bay agencies to onboard, all the ICI agencies for that matter, as there are specific concerns due to events scheduled at SoFi Stadium as well as ongoing events. Operations Lead Lt. Weber expressed he hoped to meet with Board Member Wiese, IGPD, as well as with the Police Chiefs from the South Bay associations to assist in moving forward as it came down to getting resources together. Operations Lead Lt. Weber further expressed the City of Torrance PD was able to connect to LA-RICS, with assistance from the Emergency Operations Bureau (EOB) during the Hermosa Beach Fourth of July operations and celebrations.

Board Member Wiese stated EOB is beginning to roll out the Mutual Aid groups training again, and EOB contacted "Area C" which had their first meeting. Board Member Wiese further stated that one of items that was brought up was a communications plan and shared frequencies for the "Area C-Wide" training that was to take place at the Rose Bowl in September. Board Member Wiese expressed that this was a good opportunity to involve EOB with LA-RICS. Operations Lead Lt. Weber mentioned he met with the EOB Captain earlier in the month to discuss these topics, and LA-RICS was working directly with EOB and Mutual Aid regions. Operations Lead Lt. Weber further mentioned LA-RICS staff attended a meeting with Mutual Aid leaders and discussed and asked for a communications coordinator or two (2) from each of the Mutual Aid regions. Operations Lead Lt. Weber went on to say there were a few volunteers thus far, however, more were needed, and EOB was onboard with this. Operations Lead Lt. Weber emphasized the need for support from the Chiefs to push this issue forward as this involves some costs for programming radios.

Executive Director Edson requested Board Member Wiese take back to the Los Angeles County Police Chiefs' Association (LACPCA) at the next UASI AA meeting, that if funding is an issue the agencies should be asking for some UASI funds to go towards programming radios.



Board Member Nigg inquired if the ICI system was accessible via LA-RICS. Operations Lead Lt. Weber clarified there are two (2) different systems, LACoFD is primarily on the Analog Conventional Voice Radio Subsystem (ACVRS) on the LA-RICS portion of the system, which those would be accessible once radios are programmed correctly, which he then offered to verify with Chief Nigg's staff. Operations Lead Lt. Weber expressed that if it is on the trunked side, the regionals operate via the ISSI connection, recommending the agencies should verify the connection is programmed. Operations Lead Lt. Weber mentioned that LACoFD has always been more advanced in Interoperability. Operation Lead Lt. Weber offered to look and confirm if there was connectivity, as well as sharing IDs. Alternate Board Member Inman stated shared IDs were already integrated in the compound / communications plan at Verdugo's Fire Communications Center. Board Member Nigg confirmed with Alternate Board Member Inman that City of La Verne Fire Department was able to connect with the Verdugo Fire Communications Center regarding a recent fire event in Arcadia.

Executive Director Edson took the opportunity to remind the group he had requested Board Member Capelle push the Los Angeles Area Fire Chief's Association (LAAFCA) to include those regional channels and digital Talkgroups connected to ICI, so there if there is an opportunity where the agency's communications plan does not cover it, ICI, Verdugo Fire Communications Center, and all fire agencies have the regional Talkgroups in their fire radios, and law enforcement would have their own regional Talkgroups in their law enforcement radios. Executive Director Edson mentioned thirty-two (32) channels would be available in the region for various business purposes. Operations Lead Lt. Weber mentioned that if anyone needed radio testing, he would be able to get together with the Authority's Battalion Chief, Todd Denerson, and see if any additional testing can be provided.

Operations Lead Lt. Weber mentioned LA-RICS had a new Battalion Chief who could assist with additional testing.

This concluded the report on Agenda Item D by Operations Lead Lt. Weber.

**E. Finance Committee Chair's Report – None**

**VII. DISCUSSION ITEMS (F – J)**

**F. Land Mobile Radio Network Operations Status and Issues – Ted Pao**

Technical Lead Ted Pao greeted the Board and presented Agenda Item F.

Technical Lead Pao reported the network operated without major incidents in June and July 2024, including during the Fourth of July celebrations. Technical Lead



Pao further reported an increase in LACoFD Talkgroup activities was observed, and he would share the network operations statistics in his report.

Technical Lead Pao expressed of a rise in interference activities in June and July 2024, and despite LA-RICS' efforts to locate the interference sources, the intermittent nature of the interference and the availability of resources made it challenging. Technical Lead Pao further expressed in July, a technician successfully traced one interference source to a film/commercial production crew that was using a wireless microphone system at a car dealership. Technical Lead Pao went on to say the issue of microphone interference was on LA-RICS' radar from the beginning, as professional sound system manufacturers and operators relied on the TV spectrum to operate these systems which were commonly found at concert venues, TV events, and film productions. Technical Lead Pao mentioned these events were often short term, occurring during the night or on weekends, which made it difficult to dispatch resources for interference hunting.

Technical Lead Pao stated, to address this issue, LA-RICS have been engaging with vendors who could provide technical solutions to quickly identify, locate, and log interference signals continuously, reducing the need for constant monitoring by technical personnel. Technical Lead Pao further stated LA-RICS would conduct proof-of-concept tests with these vendors and would provide a report to the Board on whether this was successful.

Technical Lead Pao presented the monthly network operation statistics for July, and a few updates from June as a Board meeting was not held for that month.

Technical Lead Pao reported the Narrowband Mobile Data Network (NMDN) message count for July, the daily average for outbound messages was around nine thousand, five hundred and sixty-two (9,562), with a peak day at ten thousand, three hundred and twenty-eight (10,328); inbound messages had a daily average of four thousand, three hundred and twenty-seven (4,327) with peak days at five thousand, eight hundred and ninety-three (5,893) and five thousand, seven hundred and sixty-six (5,766).

Technical Lead Pao further reported the NMDN message count by month, Technical Lead Pao reported both inbound and outbound message counts were increasing through July, and there was a twenty-eight (28) percent increase in outbound messages and a nineteen (19) percent increase in inbound messages from January to July 2024.

Technical Lead Pao further reported data for Push-to-Talk (PTT) counts for the top ten (10) ACVRS channels with the LACoFD dispatch channels being the busiest.

Technical Lead Pao shared a screen detailing the talk time minutes for all conventional channels, including Los Angeles Regional Tactical Communications



System (LARTCS) which has far less usage, as well as talk time in minutes for each ACVRS cell in July, and ACVRS PTTs by cell. Technical Lead Pao went on to say all cells with dispatch channels had relatively equal counts, except for ACVRS Countywide, which only had one active channel; the TRO6R and TRO8R cells had much lower PTT counts as they lacked active dispatch channels. Technical Lead Pao shared data for all conventional channels, which included patched analog channels; there were about one hundred thirty thousand (130,000) PTTs for the varied cells.

Technical Lead Pao further shared DTVRS usage by hours, which showed the average calls in a 24-hour period for each day of the week; the data indicated Tuesdays through Fridays were the most active days, with Mondays and Saturdays slightly less active, and Sundays being the quietest. Technical Lead Pao presented data showing busy hours throughout the day, indicating the hours between 9:00 a.m. and 9:00 p.m. being the busiest hours and activities winding down by 10:00 p.m., and 4:00 a.m. and 5:00 a.m. being the hours with the least amount of traffic. Technical Lead Pao presented additional data regarding the top fifteen (15) DTVRS cell usage in minutes, with the Downtown Los Angeles cell being the busiest, the number of calls each cell processed during July, highlighting the Downtown Los Angeles cells as the most active, and individual Talkgroup minutes for June.

Regarding individual Talkgroup minutes for June, Technical Lead Pao reported LACoFD South Operations Talkgroup saw a significant increase and had the highest usage TalkGroup for June, accumulating just over fifty-six thousand (56,000) minutes in July, followed by LASD- NORTH1 Talkgroup. Technical Lead Pao noted the LASD-NORTH1 Talkgroup, which was patched to the LASD analog dispatch channel for sites Lancaster Sheriff's Station (LAN) and Palmdale Sheriff's Station (PLM), rose to second position due to coverage issues in the service area, particularly in Lake Los Angeles.

Technical Lead Pao shared data for the top fifteen (15) DTVRS Talkgroups for July, which showed an increase in the Fire's South Operations Talkgroup minutes to under eighty-thousand minutes (80,000) minutes, up from fifty-six thousand minutes (56,000) in June, followed by IGPD with just over twenty-six thousand, five hundred minutes (26,500); total call counts for July totaled two million, five hundred fifty-three thousand, five hundred and fifty-one calls (2,553,551); June statistics for minutes used per agency with LACoFD minutes increased to seventy-four thousand two hundred and sixty-seven (74,267) minutes making it the second busiest agency; July statistics showed LACoFD minutes increase again to one hundred and six thousand, three hundred and forty-four minutes (106,344).

This concluded the update on Agenda Item F. There was no further discussion.

**G. Outreach Update – Lieutenant Robert Weber**



Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the months of June and July included in the Agenda Packet for review and information.

Operations Lead Lt. Weber reported during the months of June and July, Authority staff continued with subscriber and affiliate outreach efforts, and Sargent Alvaro Sierra led the efforts with LASD's contract cities, which were progressing well. Operations Lead Lt. Weber further reported affiliate radio ID efforts with the ICI system have been ongoing and progressing well. Operations Lead Lt. Weber went on to say LA-RICS successfully onboarded the City of Monterey Park PD, as well as working with the City of Torrance and City of La Verne PD for them to onboard with affiliate IDs in the near future. Operations Lead Lt. Weber stated the Authority staff has been working closely with the LASD Communications Management Fleet Bureau (CMFB) regarding overall Interoperability. Operations Lead Lt. Weber further stated that enduring the month of July, he met with the EOB Captain and her staff regarding the upcoming events planned for the region and the need for interoperability. Operations Lead Lt. Weber went on to say the City of Monterey Park PD was successfully onboarded on affiliate communications, which enabled them to communicate directly with LASD.

Operations Lead Lt. Weber expressed the Authority staff facilitated and attended several Interoperability meetings in the months of June and July, and the Ad Hoc Committee meetings were progressing well, with the first draft of the regional Interoperability SOP distributed to the Joint Committee Members for review. Operations Lead Lt. Weber further expressed staff continued coordination between LAPD communications managers and LASD communications managers in the effort to ensure collaboration. Operations Lead Lt. Weber went on to say these communications channels were helpful as staff from both agencies were deployed to Paris, France, to assist with the security for the Olympic Games. Operations Lead Lt. Weber reported the Authority staff attended the law enforcement Mutual Aid Coordinator's meeting in Duarte, CA, with the goal of having Mutual Aid coordinators assigned for each Mutual Aid region, and these efforts were progressing well. Operations Lead Lt. Weber further reported, in the month of July, the Authority staff attended the informative MSI trunked user group meeting in Glendale, CA, and this may lead to additional coordination needed between systems. Operations Lead Lt. Weber went on to say Authority staff members attended the NHSC in Miami, Florida, and shared the conference was very informative and allowed for information sharing, which would be helpful in the future. Operations Lead Lt. Weber stated the Authority staff continued to coordinate with officials from the Metropolitan Transit Authority (MTA) officials regarding their new command center that would be critical to the World Cup Soccer Games and the 2028 Olympics.

Operations Lead Lt. Weber mentioned LA-RICS continued to collect interoperability requests and continued coordination efforts with the City of Rancho Palos Verdes



Estates (RPVE) Police Department, City of Claremont Police Department, City of La Verne Police Department, and University of California, Los Angeles (UCLA) PD. Operations Lead Lt. Weber further mentioned the Authority staff continued to work closely with these agencies to ensure their needs were met. Operations Lead Lt. Weber went on to say the Authority staff continued close contact with LA-RICS' State and Federal partners to ensure Interoperability needs were met during major events for regional and safety communications.

Board Member Nigg mentioned his Chief (City of La Verne) ceased efforts in securing an affiliate agreement due to a broader ICI agreement with LA-RICS that would cover his agency under one umbrella agreement. Operations Lead Lt. Weber stated, this broader agreement was in reference to the agreement ICI signed for all agencies within its organization, and at this point LA-RICS was working with each agency individually for the coordination while working in parallel with ICI on the deployment of shared IDs. Operations Lead Lt. Weber further stated there were obstacles to overcome regarding records keeping for shared IDs and how encryption would be rolled out. Operations Lead Lt. Weber mentioned La Verne has all required agreements signed through ICIs executed agreement, and the items they are working through now are purely logistics such as MSI performing certain system updates needed as well as an internal code plug which affected the progress. Operations Lead Lt. Weber went on to say he was in contact with the Sargent and newly promoted Captain at the City of La Verne PD and would provide a pathway forward for these issues. Operations Lead Lt. Weber went on to say once agencies were established, LA-RICS could have most of their radios programmed and set up with shared IDs, to move forward while working on the bigger picture with ICI.

Executive Chief Edson added ICI signed an agreement for all ICI agencies, however what ICI could not provide was all the IDs for all the agencies, which is why LA-RICS was working with each individual agency to share the IDs and determine what specific radio programming the agency wants on their radios. Executive Director Edson further added agreements were in place, and LA-RICS was working directly with the agencies regarding IDs and programming.

Board Member Nigg asked if onboarding at this point was operational and not administrative. Operations Lead Lt. Weber confirmed this is the case for La Verne.

This concluded the update on Agenda Item G. There was no further discussion.

**H. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PBSN) – Deputy Director Ron Watson**

Deputy Executive Director Ron Watson presented Agenda Item "H", providing the Board with a quarterly update on the expenditures recorded to the AT&T Business Agreement funds for period ending June 30, 2024. Deputy Executive Director





Watson stated the report was received from the County of Los Angeles Auditor Controller on July 18, 2024, and shared with the Board as promised when LA-RICS entered into the AT&T Business Agreement.

This concluded the update on Agenda Item H. There was no further discussion.

**I. Quarterly Report Governmental Services Uses**

Deputy Executive Director Watson presented Agenda Item "I", providing the Board with a quarterly report on uses of the Board's prior delegation to enlist assistance from the County of Los Angeles and other governmental agencies to perform various services needed at Land Mobile Radio (LMR) sites that the vendor, MSI, was refusing to perform. Deputy Executive Director Watson stated the quarterly report captured expenses incurred through June 30, 2024, totaling \$407,838, for services provided by County ISD for work including rental of a rollup generator, refueling of generator, weed abatement, pest control services, etc.

This concluded the update on Agenda Item I. There was no further discussion.

**J. ELECTION OF CHAIRPERSON & VICE CHAIRPERSON**

Executive Director Edson reminded the Board, at the next Board meeting, there would be an agenda item that required the Board to identify a Chair and a Vice Chair, and at that time, the Board would have the opportunity to nominate and vote for their choice.

**VIII. ADMINISTRATIVE MATTERS (K – L)**

**K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD. (DBA THE GENESIS GROUP) FOR GENWATCH3 FOR USE ON THE LAND MOBILE RADIO (LMR) SYSTEM**

Executive Director Edson presented Agenda Item "K", requesting the Board's approval authorizing the Executive Director, to enter sole Source Negotiations with GenCore Candeo, Ltd. dba The Genesis Group ("Genesis") for GenWatch3 for use on the LMR System.

Executive Director Edson reported the Authority was in the Warranty Period, preparing for long term operations and maintenance of the LMR System, which includes monitoring and management of the system, which was a critical service.

Executive Director Edson further reported, Genesis, who partners with MSI, was the only company able to deliver the platform to monitor data through MSI's P25 radio system and had been providing the service to the Authority by way of the LMR



Contract between MSI and the Authority. However, Executive Director Edson went on to say, the Authority sought to contract directly with Genesis to procure additional features and enhance existing functions not included in the current Genesis application through the existing agreement with MSI. Executive Director Edson went on to say such new and enhanced features included, but were not limited to, viewing real-time data such as traffic and network issues; broadening the reporting ability by increasing types of reports and the level of detail; and identifying illegal carriers using LA-RICS reserved frequencies.

Executive Director Edson stated understanding the Authority adopted the County of Los Angeles procurement mode and in accordance with the County Board of Supervisor's Policy No. 5-100, notification was being provided to the Board, as well as a request to delegate authority to the Executive Director to engage in negotiations for a Sole Source agreement. Executive Director Edson further stated should the Board approve the agenda item, LA-RICS would commence negotiations with Genesis and may return to the Board to present a proposed agreement to the Board that includes scope, terms, conditions, and cost.

Board Member Nigg stated he noticed fiscal impact financing would be financed with either State funds or UASI funds and inquired if LA-RICS identified how LA-RICS would obtain funds. Executive Director Edson expressed the funds would come from grants as those two (2) funding sources were under the grants category depending on the total cost, where the funding would best come from, as well as timing.

Alternate Board Chair Yanagi asked for a motion to approve. Board Member Chief Povero motioned first, seconded by Alternate Board Member Captain Hurt.

AYES (9): Luke, Inman, Yanagi, Tadeo, Wiese, Nelson, Povero, Hurt, and Nigg.

**MOTION APPROVED.**

**L. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENTS TO SITE ACCESS AGREEMENTS AND COMMUNICATIONS USE LEASES AT SEVEN LMR SYSTEM SITES**

Nancy Yang, LA-RICS Telecommunications System Consulting Engineer, presented Agenda Item "L", and reported it was recommended the Board find the approval and execution of Amendment No. 1 to the Site Access Agreement (SAA) with the County to allow the County to collocate, install, operate, and maintain their public safety communications equipment at sites San Pedro Hill (SPH) and the Fire Command and Control Facility (FCCF) site, supporting the County's communications systems, and the associated activities were categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14



Cal. Regs. (“CEQA Guidelines”) Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board letter and as noted in the record of the project.

Consulting Engineer Yang stated under Agenda Item “L”, the Board would find that the approval and execution of Amendment No. 1 to the Communications Use Lease with the United States Department of Agriculture Forest Service (USDAFS) for the five (5) LMR sites Loop Canyon (LPC), Magic Mountain Link (MML), Portal Ridge (PRG), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR) in the Angeles National Forest to administratively remove authorization to the Authority for certain Long Term Evolution (LTE) facilities co-located at these sites for which New Cingular Wireless, as the current owner of the LTE facility, had sought direct and separate communications special use authorization and Communications Use Leases from the USDAFS was not considered a project under CEQA.

Consulting Engineer Yang further stated Agenda Item “L” would authorize the Executive Director to complete negotiations, finalize, and execute Amendment No. 1 to the SAA identified herein for the SPH LMR site, on a gratis basis, substantially similar in form to the agreement attached to the Board Letter as Enclosure 1, and to future amendments for the option terms to April 30, 2029, all of which must have approval as to form from Counsel to the Authority.

Consulting Engineer Yang reported Agenda Item “L” would authorize the Executive Director to execute Amendments to Communications Use Leases with the USDAFS for LMR sites, LPC, MML, PRG, WMP, and WTR on a gratis basis, similar in form to the agreements attached to the Board Letter as Enclosure 2, and to future amendments for the option terms to December 31, 2049, for these sites, all must have approval as to form from Counsel to the Authority.

Consulting Engineer Yang further reported Agenda Item “L” would Authorize the Executive Director to complete negotiations, finalize and execute real estate agreements for the site FCCF, on a gratis basis, substantially similar in form to the agreement attached to the Board as Enclosure 1, which would also amend and reflect the underlying property owner for the FCCF site, the Los Angeles County Consolidated Fire Protection District, as a party to the SAA, and to exercise amendments for the option terms to the SAA for the FCCF site, all of which must have approval as to form from Counsel to the Authority.

Alternate Board Chair Inman inquired if the five (5) sites on USFS land that were exempt from CEQA met the National Environmental Policy Act (NEPA) requirements. Consulting Engineer Yang stated the Authority cleared these sites for NEPA with the USFS and had conducted NEPA reviews for these sites previously.

Alternate Board Chair Yanagi asked for a motion to approve. Alternate Board Member Hurt motioned first, seconded by Board Member Nigg.



AYES (9): Luke, Inman, Yanagi, Tadeo, Wiese, Nelson, Povero, Hurt, and Nigg.

**MOTION APPROVED.**

**IX. ADMINISTRATIVE MATTERS – NONE**

**X. MISCELLANEOUS – NONE**

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

**XII. CLOSED SESSION REPORT – NONE**

**XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING**

Alternate Board Chair Inman stated the next Regular Board Meeting would be held on Thursday, September 5, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting at 9:53 a.m. Board Member Povero made a motion.

# **Los Angeles Regional Interoperable Communications System**



**Location:**

**2525 Corporate Place, Suite 100  
Monterey Park, CA 91754**

**Authority:**

**Los Angeles Regional Interoperable  
Communications System**

**Management:**

**LA-RICS Project Team**

**Consultant:**

**Jacobs Project Management Company**

***Communications Vendor:***

**LMR - Motorola Solutions, Inc., Brandow & Johnston**

**Monthly Report No. 147**

**October 3, 2024**

**Submitted September 26, 2024**

**Reporting Period: 08/21/24 – 09/20/24**

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

©Copyright 2024 LA-RICS Authority. All Rights Reserved

**AGENDA ITEM C**

## GENERAL UPDATES

### Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
  1. Manage network migration for onboarding new entities as well as third party colocation requests
  2. Develop and Implement Policies as determined by the operations contributors.
  3. Discuss network Incident trends and maintenance needs
  4. Permit Compliance
  5. Asset Management
  6. Site access road maintenance and repairs
  7. Procurement of services for maintenance and construction

## LMR UPDATES

### Site/Civil

- BUR1 and GRM are still running on rollup generators.
  - **GRM** - State Parks confirmed an agreement was reached with LADWP allowing them to move forward with a broader Right of Entry (ROE) permit covering Topanga State Park. Within this larger ROE is the power pole needing replacement necessary to provide LA-RICS with power. LA-RICS resubmitted a separate ROE application on July 19 2024, for the trenching work needed to connect this pole to the LA-RICS site. Once State Parks provides this ROE, construction will begin.
  - **BUR1** – On September 18, 2024, SCE provided an update on the status of the remote grid system covering BUR1. The project has a delayed completion date of April 2025 with an assumed expedited timeline on the Special Use Permit. Using a more conservative timeline for permit approval puts the completion date for October 2025. Separately, LA-RICS is working with SCE to obtain the design covering distribution to the LA-RICS site.
- **MCI** - On July 10, 2024, LA-RICS issued a Purchase Order through ISD to Cummins for the generator, ATS, and remote fill station. Cummins provided the submittal package for the generator this month which was approved after some minor modifications. Equipment orders are expected to arrive in April 2025. With the completion of the submittals, the A&E, Brandow & Johnston, is working on a finish design set for the LA-RICS generator and tank replacement scope.
- **CPK (LA County Tower Demolition)** – Bids are complete, and the lowest qualified bidder is confirmed. NTP will be provided upon Board Approval.
- **Site Security** – DPS Telecom is developing a comprehensive proposal covering site security updates for most LA-RICS sites. Included in this proposal are 4 different types of security cameras, local storage, access terminals, electronic mortis locks, and a keypad/keycard entry system.
- **FRP** – On September 10, 2024, at 5:50pm, utility power was lost onsite due to the Bridge Fire, which took down SCE utility power poles, lines, and equipment. Power is being provided through the backup generator. Fortunately, this site is under the Antelope Valley Air Quality Management District (AQMD), which does not have a 200-hour limit for generator runtimes. LA-RICS is tracking the generator runtime and will report to AQMD upon power restoration. SCE has not provided an estimated timeframe on utility power restoration. LA-RICS is communicating with SCE on a weekly basis for an update.
- **PMT** – Installation of the HVAC system has begun and is to be completed by the end of September 2024.

### Warranty Services / Maintenance Oversight

Annual LARTCS and ACVRS RF preventive maintenance activities started on June 20<sup>th</sup>, 2024, and will conclude on October 16<sup>th</sup>, 2024. This will include about 171 LARTCS and ACVRS sites. About 113 of them completed to date, with 13 physical sites remaining to be visited by the RF team.

In addition, MSI is planning to complete all other site preventive maintenance activities by October 15, 2024, which includes the following: backup power generator service, DC power plant, fuel polishing, fuel calibration, fire suppression system, HVAC and weed abatement.

## AGENDA ITEM C

### **LMR System Maintenance Plan**

- MSI formally submitted their proposed LMR System Maintenance Plan which will cover the Authority's requirement of fifteen (15) years of maintenance services. The Authority will approve each year of the warranty plan through a unilateral option.
- The LMR System Maintenance Plan is approved pending an amendment and a unilateral directive to exercise the option of the first year of the plan.



**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, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson   
Executive Director

**LMR NETWORK OPERATION STATUS AND ISSUES**

The purpose of this discussion item is to update your Board on the LMR Network operation status and issues that may be impacting LA-RICS and/or end users.

TP:mbc

**AGENDA ITEM F**






# 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, 2024

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 Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

MUNICIPALITY	MEETING DATE
LA-RICS Board of Directors Meeting	August 1, 2024
Association of Public Safety Communications (APCO) Conference 2024 (Miami, FL)	August 4 – 7, 2024
Interoperability Working Group	August 15, 2024
LA-RICS Joint Operations/Technical Committee Meeting	August 20, 2024
LA-RICS Joint Ops/Tech Ad Hoc Committee Meeting	August 21, 2024
Board of Supervisor's 3 <sup>rd</sup> District	August 27, 2024
Outreach to the Palos Verdes Police Department	August 28, 2024
Outreach to the Claremont Police Department	August 28, 2024
Outreach to UCLA Police Department	August 29, 2024
Outreach to the US Marshals Service	August 29, 2024
Outreach to the Alcohol Tobacco and Firearms	August 29, 2024

MUNICIPALITY	MEETING DATE
San Gabriel Valley Council of Governments (SGVCOG) City Managers Meeting	September 11, 2024
LA-RICS Joint Operations/Technical Committee Meeting	September 17, 2024
LA-RICS Joint Ops/Tech Ad Hoc Committee Meeting	September 18, 2024
Interoperability Working Group	September 19, 2024
Outreach to the El Rancho Unified School Police	September 19, 2024
Outreach to the CA State Parks	September 23, 2024

The Executive Director attended several association meetings related to technology, communications, and public safety.

During the months of August and September the Authority staff continued with our Subscriber and Affiliate outreach efforts. Our efforts regarding the County of Los Angeles Sheriff's Departments Contract Cities have also continued. Sergeant Sierra has onboarded several cities and assisted several other cities with the Sheriff's Departments training and backgrounds process. Our affiliate radio ID efforts with the Interagency Communications Interoperability (ICI) system are ongoing. We have successfully onboarded the Torrance Police Department and we are working with the Santa Monica Police Department to onboard them in the near future. Recently the Torrance Police Department was serving a Search Warrant in the City of Lawndale when a suspect ran from the target location. The suspect was located and arrested quickly as Torrance police officers had direct communications with deputies from South Los Angeles Station who responded to assist them. Authority staff continue to work closely with the Sheriff's Department's Communications and Fleet Management Bureau (CFMB) regarding overall regional interoperability.

The Authority Staff facilitated and attended several interoperability meetings in the months of August and September. In August staff members attended the APCO convention and the National Motorola Trunked User Group forum in Orlando, Florida. These meetings were very informative with many opportunities for collaboration with industry leaders from across the nation. Our Ad Hoc Committee meetings are moving forward as we work on interoperability in the region. Recently we discussed that one of the obstacles to interoperability in the region is funding for radio programming and code plug updates. We proposed that the group pursue grant funding to assist with this issue in the future. Authority staff continued our coordination between the City of Los Angeles (City) Police Department (LAPD) communications managers and the County Los of Angeles (County) Sheriff's Department (LASD) Communications Managers. These communications channels have been very helpful in our interoperability efforts. The Authority staff continued with our coordination with officials from the Metropolitan Transportation Authority as they work to be interoperable with the region.

During the month of September, the Authority Staff led several critical efforts to inspect and maintain our communications sites. The Bridge Fire threatened both our equipment and several Los Angeles County communities. We are pleased to report that due to preventative ground clearance measures and the outstanding efforts of our partners at the Los Angeles County Fire Department our sites did not suffer any major damage. It is also important to note that critical communications were maintained during the fire due in large part to the modern LA-RICS infrastructure.

Authority Staff continued our coordination with Palos Verdes Estates Police Department, the City of Claremont Police Department, the UCLA Police Department, El Rancho Unified School District Police, State Parks, US Marshals Service, Alcohol Tabaco and Firearms and several County Departments. Authority staff will work closely with these agencies to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

RJW:mbc



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

October 3, 2024

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

Dear Directors:

### 2025 SCHEDULE OF LA-RICS BOARD MEETINGS

#### SUBJECT

Board approval is requested for the 2025 Schedule of LA-RICS Regular Board Meetings. The Recommended Action contemplates in-person meetings for the 2025 calendar year at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

#### RECOMMENDED ACTIONS

It is recommended that your Board approve the following Regular Board Meeting Schedule for in-person meeting dates for the calendar year 2025.

<b>Regular Meeting (1<sup>st</sup> Thursday of the month)</b>
January 9, 2025 (2 <sup>nd</sup> Thursday due to January 1 <sup>st</sup> Holiday)
February 6, 2025
March 6, 2025
April 3, 2025
May 1, 2025
June 5, 2025
July 10, 2025 (2 <sup>nd</sup> Thursday due to July 4 <sup>th</sup> Holiday)
August 7, 2025
September 4, 2025
October 2, 2025
November 6, 2025

**AGENDA ITEM H**

<b>Regular Meeting</b> <b>(1<sup>st</sup> Thursday of the month)</b>
December 4, 2025

All Regular Meetings will be held at 9:00 a.m. Pacific Time. In-Person meetings will be held at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2025.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority



## 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, 2024

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

Dear Directors:

### **APPROVE AMENDMENT NO. 122 (UNILATERAL AMENDMENT NO. 34) AND AMENDMENT NO. 123 TO AGREEMENT NO. LA-RICS 007**

#### **SUBJECT**

Board approval is requested to approve six (6) years of LMR System Maintenance and System Upgrade Costs (SUA), subject to yearly budget authorizations, and delegate authority to the Executive Director to execute Amendment No. 122 (Unilateral Amendment No. 34) and Amendment No. 123 to Agreement No. LA-RICS 007 (Agreement) with Motorola Solutions, Inc. (MSI) in connection with exercising the first one-year Option Term for Phase 5 (LMR System Maintenance) and the inclusion of a six (6) year LMR System SUA, which if approved by your Board, will commence upon the conclusion of the Warranty Period, from November 17, 2024 through November 16, 2025 for the LMR System Maintenance and November 17, 2024 through November 16, 2030 for the LMR System SUA. The LMR System Maintenance and LMR System SUA will include, but not be limited to, ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services. The first year-one Option Term cost for Phase 5 (LMR System Maintenance) is \$3,370,915. With respect to the LMR System SUA, the total cost for the inclusion of six (6) years is \$22,574,107, with the first year cost for the LMR System SUA being \$3,613,523. Additionally, Amendment No. 123 includes certain costs funded by the Urban Areas Security Initiative (UASI) grant program to finish interconnection work required to achieve regional interoperability for a cost in the amount of \$1,740,000. The detailed scope corresponding costs are further described in this Board Letter.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:

**AGENDA ITEM I**

- a. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) 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; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
- b. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project
- c. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within

the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.

- d. Find that approval of the six years of LMR System Maintenance, Amendment No. 122 (Unilateral Amendment No. 34) to enter into Year 1 of Phase 5 (LMR System Maintenance) work and subsequent amendments for the remaining 5 years, along with including approval for six (6) years of LMR System SUA work and Amendment No. 123, which combined with LMR System Maintenance cover ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
2. Approve the six years of LMR System Maintenance and Amendment No. 122 (Unilateral Amendment No. 34) to Agreement No. LA-RICS 007 as follows:
    - a. Exercise the first one-year Unilateral Option Term for Phase 5 (LMR System Maintenance) Maintenance Work, for the ongoing maintenance, inclusive of preventative and corrective maintenance, system enhancements, support services, etc. for the LMR System, excluding Software Maintenance as such scope and costs will be covered under the LMR System SUA, in the amount of \$3,370,915, commencing on November 17, 2024, and concluding on November 16, 2025.
    - b. Remove the Software Maintenance cost the first one-year Option Term in the amount of \$640,175 as such scope will be covered under the LMR System SUA.
    - c. As the first one-year Option Term costs are currently reflected in the Maximum Contract Sum, should your Board approve these recommended actions, the \$3,370,915 amount will be shifted from a Unilateral Option Sum to a Contract Sum (Payable Amount). Correspondingly, the Maximum Contract Sum is impacted by the decrease in the Software Maintenance cost in an amount of \$640,175, reducing the Maximum Contract Sum from \$217,174,751 to \$216,534,576.



- d. Delegate authority to the Executive Director to execute Amendment No. 122 (Unilateral Amendment No. 34), in substantially similar form to the enclosed Amendment (**Enclosure 2**), and issue six (6) Notices to Proceed (NTP) for this work subject to the appropriation of funding in accordance with Section 10 of the Base Agreement.
  - e. Delegate authority to the Executive Director to exercise subsequent Phase 5 (LMR System Maintenance) Option Terms by way of amendment, provided such amendments are approved by Counsel to the Authority as to form and such costs are within annual adopted LA-RICS Operating Budgets, and issue one or more NTPs for such Option Terms as may be needed.
3. Approve the six (6) years of the SUA and Amendment No. 123 to Agreement No. LA-RICS 007 as follows:
- a. Incorporate into the Agreement an SUA for the LMR System for a six (6) year term for a total amount of \$24,314,107 with a first-year amount of \$3,613,523 commencing on November 17, 2024 and concluding on November 16, 2030.
  - b. Include costs for certain interconnections funded by UASI grant to further interoperability efforts in the region in the amount of \$1,740,000.
  - c. Remove the Software Maintenance costs for Option Years 2 through 6 in the amount of \$2,400,655 as such scope is covered under the LMR System SUA.
  - d. Increase the Maximum Contract Sum by \$21,913,542 from \$216,534,576 to \$238,448,028 to reflect the inclusion of the six (6) year LMR System SUA term, as well as the UASI-funded interconnection costs, less the Software Maintenance costs.
  - e. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 123, in substantially similar form to the enclosed Amendment (**Enclosure 3**), and issue six (6) NTPs for this work, one for each year following budget appropriation, for a total not-to-exceed amount of \$24,314,107.

## **BACKGROUND**

As your Board is aware, the Authority reached Final LMR System Acceptance on November 17, 2023, and is currently in the year-long Warranty Period with MSI. Work under the Agreement is comprised of defined Phases and each Phase identified in the Agreement must be approved by your Board. Pursuant to the LMR Agreement, Unilateral Options may be exercised in order for any Work to occur in connection with Phases 1

through 5. With respect to Phase 5 (LMR System Maintenance), the Authority may unilaterally, in its sole discretion, exercise the Unilateral Option for each of the fifteen (15) one-year Option terms. As we are approaching the end of the year-long Warranty Period, it necessary to exercise the first option term of the LMR Agreement in order for MSI to perform certain work of the LMR System's maintenance and support services which includes, but is not limited to, ongoing maintenance including preventative and corrective maintenance, system enhancements, support and transition services for certain LMR System Subsystems. In particular, the Subsystems that will be covered are DTVRS, ACVRS, LARTCS, NMDN, Console Maintenance, Logging Recorder Maintenance, Site Interconnection/Backhaul Subsystem Maintenance, and Inventory/Maintenance Tracking Subsystem Maintenance.

The ongoing maintenance scope of work that will be provided by MSI during the first one-year Option Term and any subsequent Option Terms, was vetted by the LA-RICS Project Management team, the Technical team, and the Operational team and is incorporated into and forms part of Amendment No. 122 (Unilateral Amendment No. 34).

With respect to the LMR System SUA, while the LMR Agreement does include scope and corresponding costs for Software Maintenance, the Authority would instead like to pursue scope and costs for certain system upgrades via the SUA model (i.e., certain equipment upgrades, certain software updates, installation, and testing) that are necessary to, among various other things, ensure new functionally and security features are deployed to the LMR System in a timely manner, while in parallel extending the operational life of the LMR System.

While certain system upgrades and certain software updates were included in the LMR Agreement as a Software Maintenance line item, additional upgrades and updates are needed and must be procured via MSI's new offering under its SUA model. The intent, provided your Board approves the Authority commencing negotiations, is to obtain a comprehensive agreement to include required component updates and upgrades via the SUA model. The Authority intends to not exercise the Software Maintenance option line item in the existing Maintenance offering and instead have software updates bundled into the SUA. The system upgrades and software updates, proprietary to MSI, are required to maintain both the operational integrity and operational life of the LMR System thus requiring a sole source amendment.

The Phase 5 (LMR System Maintenance) and LMR System SUA are presented to your Board in two separate amendments in accordance with the contractual provisions set forth in the Agreement. The Phase 5 (LMR System Maintenance) scope and cost formed part of the original Agreement, where it was stipulated such Option Terms would be exercised unilaterally, in the Authority's sole discretion. Since the LMR System SUA scope and cost are being introduced into the Agreement mutually, it is reflected as a mutually agreed upon amendment.

As previously reported to your Board, the Phase 5 (LMR System Maintenance) and LMR System SUA Maintenance Work does not represent the entirety of maintenance and ongoing operations required to maintain the LMR System over the long term, in particular as it relates to certain operational, technical and facility maintenance, facility oversight, etc. As such, Authority staff will be returning to your Board with a proposed Agreement with the County of Los Angeles Internal Services Department (ISD) for certain Engineering, Maintenance and Ancillary Services. Collectively, the Phase 5 (LMR System Maintenance) and LMR System SUA Maintenance Work with MSI and the Agreement with ISD for certain Engineering, Maintenance and Ancillary Services will comprise the entirety of ongoing operations and maintenance services needed to maintain the LMR System in the long term.

If the recommended actions are approved by your Board, the LMR Agreement's term will, among other things, be extended until November 16, 2030 for the SUA work, and allow MSI to provide the Authority with SUA services as part of the LMR Maintenance Work for the LMR System, and one year of LMR Maintenance Work.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 122 (Unilateral Amendment No. 34) to exercise the first one-year Unilateral Option Term for Phase 5 (LMR System Maintenance) Maintenance Work for ongoing maintenance services inclusive of preventative and corrective maintenance, system enhancements, and support services for the LMR System. Although Software Maintenance is being removed for first year-one Option Term, it will be covered and subsumed by the LMR System SUA being addressed in Amendment No. 123. The actions of Amendment No. 122 (Unilateral Amendment No. 34) result in a net reduction to the Maximum Contract Sum by \$640,175 and convert the Unilateral Option Sum to a Contract Sum in the amount of \$3,370,915.

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 123 to include a six (6) year LMR System SUA and issue six NTPs. The total amount for the six (6) year term is \$24,314,107. Additionally, and among other things, approval of Amendment No. 123 will include certain interconnection costs in the amount of \$1,740,000. Lastly, Amendment No. 123 removes the Software Maintenance costs for Option Term Years 2-6 in the amount of \$2,400,655 as this is now covered and subsumed by the LMR System SUA.

If approved by your Board, Amendment 122 for the LMR Maintenance will commence on November 17, 2024 and conclude on November 16, 2025. Amendment 123 for the LMR SUA will commence on November 17, 2024 and conclude on November 16, 2030.

The scope of all Maintenance Work has been reviewed by Authority staff, the LA-RICS Project Management team, the Technical team, and the Operational team and they recommend both amendments to your Board for consideration.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the LMR project at the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in Amendment No. 122 and Amendment No. 123 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Additionally, as the CEQA lead agency, the Authority previously determined on November 13, 2014, February 5, 2015, on December 17, 2015 and December 12, 2016, respectively in connection with twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these sites are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval of the currently recommended actions related to the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are 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 approval of the currently recommended action to exercise the Unilateral Option for Phase 5 (LMR System Maintenance) and the six (6) year LMR System SUA for these twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**).

Also, as the CEQA lead agency, the Authority previously determined on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in

Amendment No. 122 and Amendment No. 123 are exempt from review under CEQA pursuant to 14 Cal. Regs (“CEQA Guidelines”) Sections 15301, 15302, 15303 and/or 15304, for the reasons as noted in the record of the project for each respective site, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303) and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action to exercise the Unilateral Option for Phase 5 (LMR System Maintenance) and the six (6) year LMR System SUA for the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are 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 is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval of the recommended action to exercise the Unilateral Option for Phase 5 (LMR System Maintenance) and the six (6) year LMR System SUA for the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**).

The environmental impacts of the LMR System at one (1) site INDWT were evaluated in the MND for the INDWT project prepared by the LA-RICS Authority. On July 31, 2018, your Board adopted the MND for the INDWT project in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) for the INDWT project as a condition of approval for the project. There have been no changes to the activities proposed at site INDWT, or to the circumstances under which they will be undertaken, that would result in any new significant or more severe environmental impacts. The previously adopted MMP will continue to apply. Therefore, no further CEQA documentation is required in connection with the recommended action to exercise the Unilateral Option for Phase 5 (LMR System Maintenance) and six (6) year LMR System SUA at site INDWT.

Upon the Board's approval of the recommended actions for Amendment No. 122 and Amendment No. 123, the Authority will file a Notice of Determination (NOD) for the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines; will file a NOD for one (1) site INDWT with the County Clerk in accordance with Section 21152(a) of the California Public Resources

Code and Section 15075 of the State CEQA Guidelines; and lastly will file Notices of Exemption (NOE) for the thirty (30) sites identified in the enclosed CEQA Site List (**Enclosure 1**) with the County Clerk in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 122 (Unilateral Amendment No. 34) will transition \$3,370,915 from a Unilateral Option Sum to a Contract Sum for the first one-year Phase 5 (LMR System Maintenance) Option Term. However, the impact to the Maximum Contract Sum is a net decrease in the amount of \$640,175 which accounts for the removal of Software Maintenance as such scope and cost is captured in the LMR System SUA.

With respect to Amendment No. 123, the Maximum Contract Sum reflects the inclusion of a six year LMR System SUA as well as the inclusion of certain UASI-funded interconnection costs, less Software Maintenance costs for a total net increase in the amount of \$21,913,452. Of this amount, the first NTP will be for \$3,613,523 as attributed to the costs falling within Fiscal Year 24-25 in accordance with your Adopted Budget and \$1,740,000 is for certain interconnection costs that are also included in your Fiscal Year 24-25 Adopted Budget. Additional NTPs will be issued to correspond with the yearly costs of the SUA following yearly budget appropriations.

If approved by your Board, the work contained within Amendment No. 122 (Unilateral Amendment No. 34) and Amendment No. 123 will be funded in its first year by a combination of Urban Area Security Initiative (UASI) grants as well as Subscriber Agreement Revenue and other financing options in accordance with your Adopted Fiscal Year 2024-25 Operating Budget.

With respect to subsequent Maintenance Work Option Terms for both Phase 5 (LMR System Maintenance) and the LMR System SUA, such costs will be included in the annual LA-RICS budget process. No Option Term for annual maintenance for LMR System Maintenance will be exercised unless such costs have been included into the LA-RICS Operating Budget and adopted by your Board.

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

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**LMR AMENDMENT 122 AND LMR AMENDMENT 123  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
SITE LIST**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
<b>ENVIRONMENTAL IMPACT REPORT (EIR)</b>				
1	AGH	Agoura Hills	EIR - NOD	03/29/16
2	BJM	Black Jack Peak	EIR - NOD	03/29/16
3	BUR1	Burnt Peak	EIR - NOD	03/29/16
4	CPK	Castro Peak	EIR - NOD	03/29/16
5	DPK	Dakin Peak	EIR - NOD	03/29/16
6	FRP	Frost Peak	EIR - NOD	03/29/16
7	GMT	Grass Mountain	EIR - NOD	03/29/16
8	GRM	Green Mountain	EIR - NOD	03/29/16
9	JPK2	Johnstone Peak	EIR - NOD	03/29/16
10	LACF072	Los Angeles County Fire Station 72	EIR - NOD	03/29/16
11	LARICSHQ	LARICS Headquarters	EIR - NOD	03/29/16
12	LPC	Loop Canyon	EIR - NOD	03/29/16
13	MMC	Mount McDill	EIR - NOD	03/29/16
14	MML	Magic Mountain Link	EIR - NOD	03/29/16
15	MTL2	Mount Lukens 2	EIR - NOD	03/29/16
16	OAT	Oat Mountain	EIR - NOD	03/29/16
17	PHN	Puente Hills	EIR - NOD	03/29/16
18	PMT	Pine Mountain	EIR - NOD	03/29/16
19	RIH	Rio Hondo	EIR - NOD	03/29/16
20	SDW	San Dimas	EIR - NOD	03/29/16
21	SGH	Signal Hill	EIR - NOD	03/29/16
22	TOP	Topanga Peak	EIR - NOD	03/29/16
23	TPK	Tejon Peak	EIR - NOD	03/29/16
24	TWR	Tower Peak	EIR - NOD	03/29/16
25	VPK	Verdugo Peak (County)	EIR - NOD	03/29/16
26	WMP	Whitaker Middle Peak	EIR - NOD	03/29/16
27	WTR	Whitaker Ridge	EIR - NOD	03/29/16
<b>STATUTORILY EXEMPT (STATEX)</b>				
1	APC	Airport Courthouse	STATEX - NOE	02/05/15
2	BHS	Baldwin Hills County	STATEX - NOE	12/12/16
3	BKK	BKK Landfill	STATEX - NOE	12/12/16
4	BMT	Bald Mountain	STATEX - NOE	11/13/14
5	CCB	Compton Court Building	STATEX - NOE	11/13/14
6	CCT	Criminal Court Building	STATEX - NOE	12/17/15
7	CLM	Claremont	STATEX - NOE	11/13/14
8	CRN	Cerro Negro	STATEX - NOE	12/17/15
9	DPW38	Los Angeles County DPW Water Tank	STATEX - NOE	12/12/16
10	FCCF	Los Angeles County Fire Command	STATEX - NOE	11/13/14
11	HPK	Hauser Peak	STATEX - NOE	11/13/14
12	LACFDEL	Los Angeles County Fire Del Valle	STATEX - NOE	11/13/14



**LMR AMENDMENT 122 AND LMR AMENDMENT 123  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
SITE LIST**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
13	LAN	Lancaster	STATEX - NOE	12/12/16
14	LASDTEM	Los Angeles County Sheriff Temple Station	STATEX - NOE	12/17/15
15	LDWP243	Aqueduct Cascades	STATEX - NOE	11/13/14
16	MDI	Mount Disappointment	STATEX - NOE	02/05/15
17	MIR	Mirador	STATEX - NOE	12/17/15
18	MLM	Mira Loma Facility	STATEX - NOE	11/13/14
19	MVS	Monte Vista	STATEX - NOE	11/13/14
20	ONK	Oat Mountain Nike	STATEX - NOE	11/13/14
21	PLM	Palmdale	STATEX - NOE	12/17/15
22	POM	Pomona Courthouse	STATEX - NOE	12/12/16
23	PRG	Portal Ridge	STATEX - NOE	02/05/15
24	RHT	Rolling Hills Transmit	STATEX - NOE	11/13/14
25	SPH	San Pedro Hill County	STATEX - NOE	12/12/16
26	UCLA	UCLA (Factor Building)	STATEX - NOE	12/12/16
<b>CATEGORICALLY EXEMPT (CATEX)</b>				
1	ESR	East Sunset Ridge	CATEX - NOE	07/11/19
2	RPVT	Rancho Palos Verdes Tee	CATEX - NOE	07/11/19
3	UNIV	Universal Studios (Inclusive of UNIV 10UCP and CityWalk)	CATEX - NOE	12/12/16
4	MCI/SPN	MCI	CATEX - NOE	08/05/21
<b>MITIGATED NEGATIVE DECLARATION (MND)</b>				
1	INDWT	Industry Water Tank	MND - NOD	7/31/2018
<b>58</b>	<b>TOTAL SITE COUNT</b>			

**AMENDMENT NUMBER ONE TWENTY-TWO  
(UNILATERAL AMENDMENT NUMBER THIRTY-FOUR)  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

---

This Amendment Number One Hundred Twenty-Two – Unilateral Amendment Number Thirty-Four (together with all exhibits, attachments, and schedules hereto, "Unilateral Amendment No. 34") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October \_\_\_\_\_ 2024, based on the following recitals:

**RECITALS**

Whereas, the 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").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 121.

Whereas, the Authority is unilaterally amending the Agreement to: (a) exercise the one-year Option Term in connection with the first one-year Option Term for Phase 5 (LMR System Maintenance) commencing on November 17, 2024; (b) exercise the Unilateral Option for the first one-year Option Term for Phase 5 (LMR System Maintenance) Maintenance Work in the amount of \$3,370,915, which will commence on November 17, 2024 and conclude on November 16, 2025; (c) remove the Software Maintenance cost in the amount of \$640,175 as this cost is now covered by and subsumed in the System Upgrade Agreement (SUA) and associated SUA costs in a subsequent amendment; (d) move the Unilateral Option Sum for Year 1 of Phase 5 (LMR System Maintenance) to the Contract Sum (Payable Amount), less the Software Maintenance cost, which will reduce the Maximum Contract Sum impacted by this Unilateral Amendment No. 34 by \$640,175, reducing it from \$217,174,751 to \$216,534,576; and lastly (e) make other certain changes as set forth in this Unilateral Amendment No. 34.

Whereas, this Unilateral Amendment No. 34 is authorized under Section 2 (Changes to Agreement) and Section 2.3.6 (Unilateral Amendment) of the Agreement. Additionally, pursuant to Section 3.1 (Initial Term and Option Terms) and Section 4.1.2.2(c) of the Agreement, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option and corresponding Option Term in connection with Year 1 of Phase 5 (LMR System Maintenance).

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Unilateral Amendment No. 34, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are 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 Agreement. Unless otherwise noted, section references in this Unilateral Amendment No. 34 refer to sections of the Agreement, as amended by this Unilateral Amendment No. 34.
  
2. Exercise Option Term and Unilateral Option for Year 1 of Phase 5 (LMR System Maintenance). As provided in Section 3.1 (Initial Term and Option Term) and Section 4.1.2.2(c) of the Base Document of the Agreement, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option and corresponding Option Term in connection with first Year 1 Option Term for Phase 5 (LMR System Maintenance). Contractor shall perform such Year 1 of Phase 5 (LMR System Maintenance) Maintenance Work in accordance with the Agreement requirements, including Section 5 (Phase 5 – LMR System Maintenance) of Exhibit B (LMR System Specifications) and the LA-RICS LMR System Maintenance Plan which has been reviewed and approved by both parties, and which is attached to this Unilateral Amendment No. 34; in exchange for the amounts set forth in Exhibit C.6 (Schedule of Payments – Phase 5 [LMR System Maintenance]), as revised and attached to this Unilateral Amendment No. 34.

<b>Item No.</b>	<b>Phase 5 – LMR System Maintenance (Year 1)</b>	<b>Amount</b>
1.	DTVRS Maintenance	\$1,114,390
2.	ACVRS Maintenance	\$596,179
3.	LARTCS Maintenance	\$601,325
4.	NMDN Maintenance	\$308,592
5.	Console Maintenance	\$6,803
6.	Logging Recorder Maintenance	\$61,320
7.	Site Interconnection/Backhaul Subsystem Maintenance	\$400,106
8.	System Management/Monitoring Subsystem Maintenance	\$216,836
9.	Inventory/Maintenance Tracking Subsystem Maintenance	\$65,364
10.	Software Maintenance (Replaced by SUA)	-
<b>TOTAL AMOUNT FOR PHASE 5 – LMR SYSTEM MAINTENANCE (YEAR 1):</b>		<b>\$3,370,915</b>

3. LMR System Maintenance Plan Work. Inclusion of the LMR System Maintenance Plan pursuant to this Unilateral Amendment No. 34, shall in no way supersede the maintenance requirements set forth in the Agreement. In the event there is a conflict between the LMR System Maintenance Plan and the maintenance requirements in the Agreement, or any other provision contained in the Agreement, the more stringent provision shall apply.

4. Manufacturer Recommended Maintenance. In the event Components are damaged due to Contractor's non-compliance with manufacturer recommended maintenance, Contractor shall replace such Components at no cost to the Authority.
  
5. Deferment of Warranty Period Maintenance. The parties agree and acknowledge the "Minor" or "Bi-Annual" preventative maintenance for generators, originally scheduled to be performed during the final year of the Warranty Period, shall be deferred and instead performed during Year 1 of the Option Term for Phase 5 (LMR System Maintenance). The Contractor shall ensure that the deferred maintenance work is completed as specified during Year 1 of the Option Term for Phase 5 (LMR System Maintenance). In the event that the Contractor fails to perform the deferred maintenance work, a deduction of \$825 per site will be applied to the appropriate WAC during Year 1 of the Option Term for the Phase 5 (LMR System Maintenance) period.
  
6. Amendments to the Agreement.
  - 6.1 Section 3 (Term) of the Base Document of the Agreement is deleted in its entirety and replaced with the following:

**3. Term**

**3.1. Initial Term and Option Terms**

The initial term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). The Authority may extend the Initial Term of this Agreement for up to fifteen (15) additional consecutive one-year terms (each an "Option Term") in order for Contractor to perform Maintenance Work under Phase 5. Each Option Term shall be exercisable in the sole and unilateral discretion of the Authority in accordance with Section 4.1.2.2 (Unilateral Options). The Authority will endeavor to initiate the process described under Section 4.1.2.2 (Unilateral Options) no later than ninety (90) Days prior to the expiration of the Initial Term or then-current Option Term, but the Authority's failure to initiate such process within such timeframe shall not prevent the Authority from thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

**3.1.1 Year 1 of Phase 5 (LMR System Maintenance)**

The Initial Term, inclusive of the Warranty Period, concludes on November 16, 2024. Pursuant to Amendment No. 122 (Unilateral Amendment No. 34), the first Year 1 of the potential fifteen (15) consecutive one-year Option Terms for LMR System Maintenance in connection with Phase 5 (LMR System Maintenance), has been unilaterally exercised and will commence on November 17, 2024, and conclude on November 16, 2025. Fourteen (14) one-year options remain for Phase 5 (LMR System Maintenance).

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

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Sixteen Million, Five Hundred Thirty-Four Thousand, Five Hundred Seventy-Six Dollars (\$216,534,576) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

6.3 Section 24.4.5 of Section 24.4 (Limitation of Liability) of the Base Document of the Agreement, is hereby deleted in its entirety and replaced with the following:

**24.4.5 Limitation of Liability for Phase 5 (LMR System Maintenance) Work**

For all Phase 5 work, the limitation of liability shall be 1.75 times the annual Maintenance Fees set forth in Exhibit C (Schedule of Payments). For Year 1 of Phase 5 (LMR System Maintenance), that amount is Five Million, Eight Hundred Ninety-Nine Thousand, One Hundred One Dollars (\$5,899,101) (i.e. \$3,370,915 x 1.75).

**7. Amendments to Agreement Exhibits.**

7.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Unilateral Amendment No. 34, and incorporated into the Agreement herein by this reference. The revised Exhibit C.1 reflects the reduced Unilateral Option Sum for Year 1 of Phase 5 (LMR System Maintenance) made payable as a Contract Sum.

- 7.2 Exhibit C.6 (LMR System Maintenance) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.6 (LMR System Maintenance), which is attached to this Unilateral Amendment No. 34, and incorporated into the Agreement herein by this reference. The new Exhibit C.6 reflects the reduced Unilateral Option Sum for Year 1 of Phase 5 (LMR System Maintenance) made payable as a Contract Sum.
- 7.3 Exhibit C.21 (LMR Unilateral Amendments) is deleted in its entirety and replaced with Exhibit C.21 (LMR Unilateral Amendments), which is attached to this Unilateral Amendment No. 34 and incorporated into the Agreement herein by this reference.
- 7.4 Exhibit D (LMR System Maintenance and Warranty) is revised to include **Attachment A** (LA-RICS LMR System Maintenance Plan) dated June 6, 2024, which is attached to this Unilateral Amendment No. 34, and incorporated into the Agreement herein by this reference.
8. This Unilateral Amendment No. 34 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 8.1 Counsel to the Authority has approved this Unilateral Amendment No. 34 as to form;
  - 8.2 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Unilateral Amendment No. 34;
  - 8.3 The Executive Director of the Authority has executed this Unilateral Amendment No. 34.
9. Except as expressly provided in this Unilateral Amendment No. 34, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
10. This Unilateral Amendment No. 34 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 ONE HUNDRED TWENTY-TWO  
UNILATERAL AMENDMENT NUMBER THIRTY-FOUR  
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 Unilateral Amendment No. 34 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

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

DAWYN R. HARRISON  
County Counsel

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

Scott Edson  
Executive Director

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

Truc L. Moore  
Principal Deputy County Counsel

**EXHIBIT C.1 - SCHEDULE OF PAYMENTS  
LMR SYSTEM PAYMENT SUMMARY**

Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
<b>LMR SYSTEM PHASES 1 THROUGH 4</b>				
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (PHASES 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,163,724</b>	<b>\$ 13,505,169</b>	<b>\$ 148,658,553</b>
<b>PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS</b>				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 51,887,428	\$ 3,370,915	\$ -	\$ 51,887,428
<b>TOTAL (PHASES 1 TO 5):</b>	<b>\$ 51,887,428</b>	<b>\$ 165,534,639</b>	<b>\$ 13,505,169</b>	<b>\$ 200,545,982</b>
<b>ADDITIVE ALTERNATES</b>				
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
Mandatory Building Coverage Additive Alternate	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
Metrorail Coverage Additive Alternate	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
LMR System Maintenance for Additive Alternates	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
<b>ADDITIONAL/SUPPLEMENTAL</b>				
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,674,070	\$ 358,021	\$ 3,316,050
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
<b>SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:</b>	<b>\$ 126,541,866</b>	<b>\$ 180,545,906</b>	<b>\$ 21,693,937</b>	<b>\$ 282,022,918</b>
<b>TOTAL CONTRACT SUM:</b>		<b>\$180,545,906</b>		
<b>LMR Discounts<sup>(Note 2)</sup></b>		<b>-\$17,202,758</b>		
<b>MAXIMUM CONTRACT SUM</b> (Total Unilateral Option Sum plus Total Contract Sum):		<b>\$216,534,576</b>		

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

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



## EXHIBIT C.6 - SCHEDULE OF PAYMENTS PHASE 5 - LMR SYSTEM MAINTENANCE

Deliverable B.5	ANNUAL UNILATERAL OPTION SUM															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	Moved to Contract Sum	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 15,601,461
ACVRS Maintenance	Moved to Contract Sum	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 8,346,505
LARTCS Maintenance	Moved to Contract Sum	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 8,418,552
NMDN Maintenance	Moved to Contract Sum	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 4,320,283
Console Maintenance	Moved to Contract Sum	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 95,248
Logging Recorder Maintenance	Moved to Contract Sum	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 858,480
Site Interconnection/Backhaul Subsystem Maintenance	Moved to Contract Sum	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 5,601,486
System Mgmt./Monitoring Subsystem Maintenance	Moved to Contract Sum	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 3,035,709
Inventory/Maint. Tracking Subsystem Maintenance	Moved to Contract Sum	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 915,091
Software Maintenance	Covered by SUA	\$ 640,175	\$ 533,479	\$ 426,783	\$ 426,783	\$ 373,435	\$ 320,087	\$ 320,087	\$ 266,739	\$ 266,739	\$ 266,739	\$ 213,392	\$ 213,392	\$ 213,392	\$ 213,392	\$ 4,694,613
<b>Total for Phase 5 - LMR System Maintenance*:</b>		\$ -	\$ 4,011,090	\$ 3,904,394	\$ 3,797,698	\$ 3,797,698	\$ 3,744,351	\$ 3,691,003	\$ 3,691,003	\$ 3,637,655	\$ 3,637,655	\$ 3,637,655	\$ 3,584,307	\$ 3,584,307	\$ 3,584,307	\$ 51,887,428

Deliverable B.5	ANNUAL CONTRACT SUM - PAYABLE AMOUNT															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	\$ 1,114,390	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,114,390
ACVRS Maintenance	\$ 596,179	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 596,179
LARTCS Maintenance	\$ 601,325	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 601,325
NMDN Maintenance	\$ 308,592	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 308,592
Console Maintenance	\$ 6,803	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,803
Logging Recorder Maintenance	\$ 61,320	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 61,320
Site Interconnection/Backhaul Subsystem Maintenance	\$ 400,106	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,106
System Mgmt./Monitoring Subsystem Maintenance	\$ 216,836	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 216,836
Inventory/Maint. Tracking Subsystem Maintenance	\$ 65,364	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 65,364
Software Maintenance	Covered by SUA	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total for Phase 5 - LMR System Maintenance*:</b>	\$ 3,370,915	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,370,915

\*Remaining Phase 5 costs are contained in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System)

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 60 - Unilateral Amendment No. 1</b>								
DPK	LMR-COR 7047	DPK COR 002 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
FRP	LMR-COR 7039	FRP COR 001 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
MIR	RFQ LMR-0046	MIR-COR-007- Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Existing Tower Removal	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular, Section 3.9.c, Section 1.3.5.B, and Section 1.2.a	\$ -	\$ -	\$ -
MTL2	LMR-COR 7040	MTL2 COR 006 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.f	\$ 8,378	\$ 838	\$ 7,540
<b>Amendment No. 60 - Unilateral Amendment No. 1 Subtotal</b>						<b>\$ 29,730</b>	<b>\$ 2,973</b>	<b>\$ 26,757</b>
<b>Amendment No. 61 - Unilateral Amendment No. 2</b>								
RPVT	LMR-COR 7042/ LMR-COR 7048	RPVT COR 004 Unilateral	Amendment No. 61/ Unilateral Amendment No. 2	Concrete Debris Removal	Attachment B to Amendment No. 61/ Unilateral Amendment No. 2	\$ 257,862	\$ 25,786	\$ 232,076
<b>Amendment No. 61 - Unilateral Amendment No. 2 Subtotal</b>						<b>\$ 257,862</b>	<b>\$ 25,786</b>	<b>\$ 232,076</b>
<b>Amendment No. 62 - Unilateral Amendment No. 3</b>								
ESR	LMR-COR 7056	ESR COR 005 Unilateral	Amendment No. 62/ Unilateral Amendment No. 3	Access Road Improvement	Amendment No. 62/ Unilateral Amendment No. 3	\$ 14,205	\$ 1,421	\$ 12,785
<b>Amendment No. 62 - Unilateral Amendment No. 3</b>						<b>\$ 14,205</b>	<b>\$ 1,421</b>	<b>\$ 12,785</b>
<b>Amendment No. 65 - Unilateral Amendment No. 4</b>								
SPH	LMR-COR 7053	SPH COR 006 Unilateral	Amendment No. 65/ Unilateral Amendment No. 4	Reconciliation of Phase 2 Work	Attachment B to Amendment No. 65/ Unilateral Amendment No. 4 (\$1,190,563 Contemplated in C.3 - Phase 2, incremental increase of \$945,937 as \$244,626 was already contemplated in the Agreement)	\$ -	\$ -	\$ -
<b>Amendment No. 65 - Unilateral Amendment No. 4</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Amendment No. 66 - Unilateral Amendment No. 5</b>								
MML	LMR-COR 7065	MML COR 006 Unilateral	Amendment No. 66/ Unilateral Amendment No. 5	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.4.g Attachment B to Amendment No. 66/ Unilateral Amendment No. 5	\$ 76,587	\$ 7,659	\$ 68,928
<b>Amendment No. 66 - Unilateral Amendment No. 5</b>						<b>\$ 104,344</b>	<b>\$ 10,434</b>	<b>\$ 93,910</b>
<b>Amendment No. 67 - Unilateral Amendment No. 6</b>								
BJM	LMR-COR 7031	BJM COR 002 Unilateral	Amendment No. 67/ Unilateral Amendment No. 6	Rock Coring for Caisson	Amendment No. 67/ Unilateral Amendment No. 6	\$ 60,220	\$ 6,022	\$ 54,198
<b>Amendment No. 67 - Unilateral Amendment No. 6</b>						<b>\$ 60,220</b>	<b>\$ 6,022</b>	<b>\$ 54,198</b>
<b>Amendment No. 68 - Unilateral Amendment No. 7</b>								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
CPK	LMR-COR 7026	CPK COR 009 Unilateral	Amendment No. 68/ Unilateral Amendment No. 7	Rock Coring for Caisson	Amendment No. 68/ Unilateral Amendment No. 7	\$ 78,061	\$ 7,806	\$ 70,255
<b>Amendment No. 68 - Unilateral Amendment No. 7</b>						<b>\$ 78,061</b>	<b>\$ 7,806</b>	<b>\$ 70,255</b>
<b>Amendment No. 69 - Unilateral Amendment No. 8</b>								
DPK	LMR-COR 7032	DPK COR 001 Unilateral	Amendment No. 69/ Unilateral Amendment No. 8	Rock Coring for Caisson	Amendment No. 69/ Unilateral Amendment No. 8	\$ 66,682	\$ 6,668	\$ 60,014
<b>Amendment No. 69 - Unilateral Amendment No. 8</b>						<b>\$ 66,682</b>	<b>\$ 6,668</b>	<b>\$ 60,014</b>
<b>Amendment No. 70 - Unilateral Amendment No. 9</b>								
GRM	LMR-COR 7030	GRM COR 003 Unilateral	Amendment No. 70/ Unilateral Amendment No. 9	Rock Coring for Caisson	Amendment No. 70/ Unilateral Amendment No. 9	\$ 31,320	\$ 3,132	\$ 28,188
<b>Amendment No. 70 - Unilateral Amendment No. 9</b>						<b>\$ 31,320</b>	<b>\$ 3,132</b>	<b>\$ 28,188</b>
<b>Amendment No. 71 - Unilateral Amendment No. 10</b>								
LACF072	LMR-COR 7034	LACF072 COR 003 Unilateral	Amendment No. 71/ Unilateral Amendment No. 10	Rock Coring for Caisson	Amendment No. 71/ Unilateral Amendment No. 10	\$ 3,367	\$ 337	\$ 3,030
<b>Amendment No. 71 - Unilateral Amendment No. 10</b>						<b>\$ 3,367</b>	<b>\$ 337</b>	<b>\$ 3,030</b>
<b>Amendment No. 72 - Unilateral Amendment No. 11</b>								
RPVT	LMR-COR 7029	RPVT COR 003 Unilateral	Amendment No. 72/ Unilateral Amendment No. 11	Rock Coring for Caisson	Amendment No. 72/ Unilateral Amendment No. 11	\$ 8,044	\$ 804	\$ 7,240
<b>Amendment No. 72 - Unilateral Amendment No. 11</b>						<b>\$ 8,044</b>	<b>\$ 804</b>	<b>\$ 7,240</b>
<b>Amendment No. 73 - Unilateral Amendment No. 12</b>								
SPH	LMR-COR 7035	SPH COR 005 Unilateral	Amendment No. 73/ Unilateral Amendment No. 12	Rock Coring for Caisson	Amendment No. 73/ Unilateral Amendment No. 12	\$ 7,761	\$ 776	\$ 6,985
<b>Amendment No. 73 - Unilateral Amendment No. 12</b>						<b>\$ 7,761</b>	<b>\$ 776</b>	<b>\$ 6,985</b>
<b>Amendment No. 74 - Unilateral Amendment No. 13</b>								
TWR	LMR-COR 7033	TWR COR 001 Unilateral	Amendment No. 74/ Unilateral Amendment No. 13	Rock Coring for Caisson	Amendment No. 74/ Unilateral Amendment No. 13	\$ 54,558	\$ 5,456	\$ 49,102
<b>Amendment No. 74 - Unilateral Amendment No. 13</b>						<b>\$ 54,558</b>	<b>\$ 5,456</b>	<b>\$ 49,102</b>
<b>Amendment No. 75 - Unilateral Amendment No. 14</b>								
RPVT	LMR-COR 7068	RPVT COR 006 Unilateral	Amendment No. 75/ Unilateral Amendment No. 14	Utility Power Work	Attachment B to Amendment No. 75/ Unilateral Amendment No. 14	\$ 286,577	\$ 28,658	\$ 257,919
<b>Amendment No. 75 - Unilateral Amendment No. 14</b>						<b>\$ 286,577</b>	<b>\$ 28,658</b>	<b>\$ 257,919</b>
<b>Amendment No. 76 - Unilateral Amendment No. 15</b>								
TOP Relay	LMR-COR 7069	Relay COR 001R2 Unilateral	Amendment No. 76/ Unilateral Amendment No. 15	Zoning Application	Attachment A to Amendment No. 76/ Unilateral Amendment No. 15	\$ 24,740	\$ 2,474	\$ 22,266
<b>Amendment No. 76 - Unilateral Amendment No. 15</b>						<b>\$ 24,740</b>	<b>\$ 2,474</b>	<b>\$ 22,266</b>
<b>Amendment No. 78 - Unilateral Amendment No. 16</b>								
BUR	LMR-COR 7046	BUR1-COR-003 Unilateral	Amendment No. 78/ Unilateral Amendment No. 16	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I - (Pricing Requirements - Unsourced Options), in-particular Section 2.7.1-c	\$ -	\$ -	\$ -
<b>Amendment No. 78 - Unilateral Amendment No. 16</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Amendment No. 79 - Unilateral Amendment No. 17</b>								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
SPH	LMR-COR 7073	SPH COR 007 Unilateral	Amendment No. 79/ Unilateral Amendment No. 17	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.4.g	\$ 41,045	\$ 4,105	\$ 36,941
<b>Amendment No. 79 - Unilateral Amendment No. 17</b>						<b>\$ 41,045</b>	<b>\$ 4,105</b>	<b>\$ 36,941</b>
<b>Amendment No. 80 - Unilateral Amendment No. 18</b>								
BUR1	LMR-COR 7054	BUR1 COR 004 Unilateral	Amendment No. 80/ Unilateral Amendment No. 18	Rock Coring for Caisson	Amendment No. 80/ Unilateral Amendment No. 18	\$ 18,960	\$ 1,896	\$ 17,064
<b>Amendment No. 80 - Unilateral Amendment No. 18</b>						<b>\$ 18,960</b>	<b>\$ 1,896</b>	<b>\$ 17,064</b>
<b>Amendment No. 84 - Unilateral Amendment No. 19</b>								
VARIO US	LMR-COR-7074	LMR COR 041R1 Unilateral	Amendment No. 84/ Unilateral Amendment No. 19	USFS Sites Field Implementation of VIAMM	Attachment A to Amendment No. 84/ Unilateral Amendment No. 19	\$ 168,928	\$ 16,893	\$ 152,035
<b>Amendment No. 84 - Unilateral Amendment No. 19</b>						<b>\$ 168,928</b>	<b>\$ 16,893</b>	<b>\$ 152,035</b>
<b>Amendment No. 87 - Unilateral Amendment No. 20</b>								
RHT	LMR-COR-7081	LMR COR 005 Unilateral	Amendment No. 87/ Unilateral Amendment No. 20	Ice Bridge	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.3A	\$ 5,266	\$ 527	\$ 4,739
<b>Amendment No. 87 - Unilateral Amendment No. 20</b>						<b>\$ 5,266</b>	<b>\$ 527</b>	<b>\$ 4,739</b>
<b>Amendment No. 89 - Unilateral Amendment No. 21</b>								
LPC, MML	LMR-COR-7082	LMR COR 044 Unilateral	Amendment No. 89/ Unilateral Amendment No. 21	USFS Sites Field Implementation of VIAMM	Attachment A to Amendment No. 89/ Unilateral Amendment No. 21	\$ 22,297	\$ 2,230	\$ 20,067
<b>Amendment No. 89 - Unilateral Amendment No. 21</b>						<b>\$ 22,297</b>	<b>\$ 2,230</b>	<b>\$ 20,067</b>
<b>Amendment No. 93 - Unilateral Amendment No. 22</b>								
SGH	LMR-COR-7097	LMR COR 006R1 Unilateral	Amendment No. 93/ Unilateral Amendment No. 22	Additional EM Measurements	Amendment No. 93/ Unilateral Amendment No. 22	\$ 7,994	\$ 799	\$ 7,195
<b>Amendment No. 93 - Unilateral Amendment No. 22</b>						<b>\$ 7,994</b>	<b>\$ 799</b>	<b>\$ 7,195</b>
<b>Amendment No. 94 - Unilateral Amendment No. 23</b>								
BKK	LMR-COR-6021	BKK COR 003R Unilateral	Amendment No. 94/ Unilateral Amendment No. 23	Tower Equipment Removal	Attachment A to Amendment No. 94/ Unilateral Amendment No. 23	\$ 4,329	\$ 433	\$ 3,896
<b>Amendment No. 94 - Unilateral Amendment No. 23</b>						<b>\$ 4,329</b>	<b>\$ 433</b>	<b>\$ 3,896</b>
<b>Amendment No. 95 - Unilateral Amendment No. 24</b>								
LACFD EL	LMR-COR-6010	006 Unilateral	Amendment No. 95/ Unilateral Amendment No. 24	Subsurface Investigation Soil Sampling	Attachment A to Amendment No. 95/ Unilateral Amendment No. 24	\$ 13,099	\$ 1,310	\$ 11,789
<b>Amendment No. 95 - Unilateral Amendment No. 24</b>						<b>\$ 13,099</b>	<b>\$ 1,310</b>	<b>\$ 11,789</b>
<b>Amendment No. 96 - Unilateral Amendment No. 25</b>								
MIR	LMR-COR-6056	MIR COR 006R Unilateral	Amendment No. 96/ Unilateral Amendment No. 25	New Location Design/Permitting Phase 1 work and Additional Slope Stability	Attachment A to Amendment No. 96/ Unilateral Amendment No. 25	\$ 26,197	\$ 2,620	\$ 23,577
<b>Amendment No. 96 - Unilateral Amendment No. 25</b>						<b>\$ 26,197</b>	<b>\$ 2,620</b>	<b>\$ 23,577</b>
<b>Amendment No. 97 - Unilateral Amendment No. 26</b>								
SGH	LMR-COR-5092	SGH COR 005 Unilateral	Amendment No. 97/ Unilateral Amendment No. 26	Easement Termination Work	Attachment A to Amendment No. 97/ Unilateral Amendment No. 26	\$ 3,881	\$ 388	\$ 3,493

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 97 - Unilateral Amendment No. 26</b>						\$ 3,881	\$ 388	\$ 3,493
<b>Amendment No. 98 - Unilateral Amendment No. 27</b>								
ESR	LMR-COR-5009	ESR COR 002 Unilateral	Amendment No. 98/ Unilateral Amendment No. 27	Additional Topography Work	Attachment A to Amendment No. 98/ Unilateral Amendment No. 27	\$ 2,100	\$ 210	\$ 1,890
<b>Amendment No. 98 - Unilateral Amendment No. 27</b>						\$ 2,100	\$ 210	\$ 1,890
<b>Amendment No. 100 - Unilateral Amendment No. 28</b>								
DPK, TWR	LMR-COR-7102	LMR COR 051 Unilateral	Amendment No. 100/ Unilateral Amendment No. 28	Specialty Fencing	Attachment A to Amendment No. 100/ Unilateral Amendment No. 28	\$ 48,907	\$ 4,891	\$ 44,016
<b>Amendment No. 100 - Unilateral Amendment No. 28</b>						\$ 48,907	\$ 4,891	\$ 44,016
<b>Amendment No. 101 - Unilateral Amendment No. 29</b>								
PMT	LMR-COR-7105	PMT COR 005 Unilateral	Amendment No. 101/ Unilateral Amendment No. 29	Road Maintenance	Attachment A to Amendment No. 101/ Unilateral Amendment No. 29	\$ 4,887	\$ 489	\$ 4,398
<b>Amendment No. 101 - Unilateral Amendment No. 29</b>						\$ 4,887	\$ 489	\$ 4,398
<b>Amendment No. 105 - Unilateral Amendment No. 30</b>								
VARIO US	VARIOUS	VARIOUS	Amendment No. 105/ Unilateral Amendment No. 30	Reconciliation of Work under Phase 1, Phase 2, LMR System Discounts, LMR Change Orders, Channel 15 & 16 Interference Mitigation and Holdback	Amendment No. 105/Unilateral Amendment No. 30 (\$122,264 Reduction contemplated in C.2 - Phase 1; \$121,819 Cost neutral transfer contemplated in C.3 - Phase 2; \$361,900 Cost neutral transfer contemplated in C.15 - LMR System Discounts; \$120,647 Reduction contemplated in C.17 LMR Change Orders; \$115,920 Reduction contemplated in C.19 - Channel 15 & 16 Interference Mitigation; \$64,774 Adjustment to holdback for all reconciliations. Total cost reduction resulting in the amount of \$358,831.	\$ -	\$ -	\$ -
<b>Amendment No. 105 - Unilateral Amendment No. 30</b>						\$ -	\$ -	\$ -
<b>Amendment No. 107 - Unilateral Amendment No. 31</b>								
MTL2	LMR-COR-7095	007R2 Unilateral	Amendment No. 107/ Unilateral Amendment No. 31	Tower Foundation Rock Excavation	Attachment B to Amendment No. 107/ Unilateral Amendment No. 31	\$ 57,675	\$ 5,768	\$ 51,908
<b>Amendment No. 107 - Unilateral Amendment No. 31</b>						\$ 57,675	\$ 5,768	\$ 51,908
<b>Amendment No. 113 - Unilateral Amendment No. 32</b>								
VARIO US	LMR RFQ 094 LMR RFQ 091		Amendment No. 113/ Unilateral Amendment No. 32	Bridge Warranty for the Digital Trunked Voice Radio Subsystem (DTVRS). Backhaul Subsystem necessary for use of the DTVRS Subsystem, the CORE and DSR Systems and Station B and Site on Wheels	Amendment No. 113/Unilateral Amendment No. 32 (Total cost in the amount of \$789,587 is contained within C.23 - LMR Subsystem Bridge Warranty)	\$ -	\$ -	\$ -
<b>Amendment No. 113 - Unilateral Amendment No. 32</b>						\$ -	\$ -	\$ -
<b>Amendment No. 117 - Unilateral Amendment No. 33</b>								

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
VARIO US	LMR-COR-5133		Amendment No. 117/ Unilateral Amendment No. 33	Bridge Warranty for the Analog Conventional Voice Radio Subsystem (ACVRS)	Amendment No. 117/Unilateral Amendment No. 33 (Total cost in the amount of \$128,670 is contained within C.23 - LMR Subsystem Bridge Warranty)	\$ -	\$ -	\$ -
VARIO US	LMR-COR-5134		Amendment No. 117/ Unilateral Amendment No. 33	Bridge Warranty for the Los Angeles Regional Tactical Communications Subsystem (LARTCS)	Amendment No. 117/Unilateral Amendment No. 33 (Total cost in the amount of \$45,539 is contained within C.23 - LMR Subsystem Bridge Warranty)	\$ -	\$ -	\$ -
<b>Amendment No. 117 - Unilateral Amendment No. 33</b>						\$ -	\$ -	\$ -
<b>Amendment No. 122 - Unilateral Amendment No. 34</b>								
			Amendment No. 122/ Unilateral Amendment No. 34	Year 1 of Phase 5 (LMR System Maintenance)	Amendment No. 122/Unilateral Amendment No. 34 (Total cost in the amount of \$3,370,915 is contained within C.6 - Phase 5 - LMR System Maintenance)	\$ -	\$ -	\$ -
<b>Amendment No. 122 - Unilateral Amendment No. 34</b>						\$ -	\$ -	\$ -
<b>TOTAL FOR ALL LMR UNILATERAL AMENDMENTS</b>						<b>\$ 1,453,036</b>	<b>\$ 145,304</b>	<b>\$1,307,732</b>



**MOTOROLA**  
SOLUTIONS



# LA-RICS ASTRO SYSTEM LMR SYSTEM MAINTENANCE PLAN

**LA-RICS LMR SYSTEM MAINTENANCE PLAN**

**| JUNE 6<sup>TH</sup>, 2024**



**MOTOROLA SOLUTIONS**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.

**AGENDA ITEM I - ENCLOSURE 2**

**TABLE OF CONTENTS**

- LA-RICS SYSTEM (NMDN, DTVRS, LARTCS, ACVRS) System Maintenance Plan ..... 1
  - A. Introduction ..... 1
    - 1. Service Delivery Manager..... 1
    - 2. Customer Support Manager ..... 1
    - 3. Account Manager ..... 1
    - 4. LMR System Maintenance Plan Assumptions and Considerations ..... 2
  - B. LMR System Maintenance Agreement Details and LA-RICS Contact Information ..... 2
  - C. Service Delivery Management/Service Desk Contact Information ..... 4
  - D. Overview of Services..... 5
    - 1. Incident Management ..... 6
    - 2. Technical Support Operations ..... 6
    - 3. Monitoring and Event Management ..... 7
    - 4. On-Site Incident Management ..... 9
    - 5. Infrastructure Repair and Hardware Maintenance Repair Program..... 10
    - 6. Motorola Field Service Organization (FSO) Los Angeles Area Personnel..... 10
    - 7. LA-RICS SYSTEM Site Codes and Names ..... 11
    - 8. Severity Definitions (From LA-RICS Contract Exhibit B.1) ..... 12
    - 9. Contract Severity Level to Motorola Priority Level Conversion Table ..... 13
    - 10. Response Timetables ..... 14
  - E. Performance Management ..... 188
    - 1. Preventive Maintenance (PM) Management ..... 19
    - 2. Repair Management ..... 377
    - 3. Security Updates ..... 388
    - 4. System and Network Updates ..... 39
    - 5. LA-RICS SYSTEM - Site ID and Address Table ..... 400
    - 6. Systems and Equipment Covered Under the LA-RICS LMR System Maintenance Plan... 54
  - F. Network Monitoring: LA-RICS SYSTEM Monitored Elements..... 56
  - G. Responsibility Matrix ..... 733
  - H. Service Reporting and Schedule ..... 74
  - I. Inventory and System Maintenance Services Tracking..... 755
  - J. Motorola Subcontracted Service Entities ..... **76Error! Bookmark not defined.**
  - K. Change Request Process.....77
  - L. Excluded Services.....77



# LA-RICS LMR SYSTEM MAINTENANCE PLAN

## A. INTRODUCTION

Your LMR System Maintenance and Customer Support Plan contains the details of the services provided during the LMR System Maintenance for the LA-RICS SYSTEM.

The Service Delivery Manager (SDM) is LA-RICS primary point of contact within Motorola for management of the LMR System Maintenance and related Services. The SDM serves as the primary liaison who will work closely with LA-RICS Authority and Motorola’s internal organizations including the Centralized Management Support Operations Center (CMSO), the Network Operation Center (NOC), the Service Desk and Call Centers, Factories, System Engineering, System Integration, the Field Service Organization (FSO), the Customer Support Manager (CSM) as well as the service support networks of the OEM’s and third-party contractors.

The SDM assists with ensuring the contract deliverables related to LMR System Maintenance obligations are met. The SDM will coordinate service activities and ensure compliance with various Maintenance elements such as response and restoration time commitments, coordination of resources, management of emergency service efforts and escalation procedures, etc. Any changes to the information in this document should be communicated to your Service Delivery Manager as soon as possible.

<b>Phone:</b>	949-689-4078
<b>Email:</b>	<a href="mailto:jonathan.jackson1@motorolasolutions.com">jonathan.jackson1@motorolasolutions.com</a>

### 1. Customer Support Manager

The Motorola Customer Support Manager (CSM) works in concert with the SDM to ensure quality-of-service delivery and customer satisfaction. The CSM is responsible for Maintenance contract preparation, submission and renewal, and will assist with oversight and execution of the Maintenance and support agreements as well as the fostering of the customer relationship and continuous improvement of services.

<b>Phone:</b>	213-220-3139
<b>Email:</b>	<a href="mailto:Joshua.Golding@motorolasolutions.com">Joshua.Golding@motorolasolutions.com</a>

### 2. Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction.

<b>Phone:</b>	954-605-3762
<b>Email:</b>	<a href="mailto:jeff.ashton@motorolasolutions.com">jeff.ashton@motorolasolutions.com</a>

### 3. LMR System Maintenance Plan Assumptions and Considerations

Following is a list of assumptions and considerations used in development of the LMR System Maintenance plan.

- LMR System Maintenance services will be delivered upon Final Warranty System Expiration.
- “Services” means those LMR System Maintenance services described in this LMR System Maintenance Plan.
- If Motorola is providing Services for Equipment ("Equipment" shall mean "Components" of the LMR System as defined in Agreement No. LA-RICS 007 ("Agreement"), Manufacturer parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Manufacturer will be followed.
- Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, Acts of God or other force majeure events.
- Services excludes any responsibility for renewal or payment of any permit or license owned by LA-RICS for the operation of the LMR System.
- This LMR System Maintenance Plan is to be used for all (15) fifteen years of Maintenance Service, if the Unilateral options are exercised by the Authority each year.

## B. LMR SYSTEM MAINTENANCE AGREEMENT DETAILS AND LA-RICS CONTACT INFORMATION

Customer Number:	1036733196
Billing Tag:	0001
LA-RICS LMR System Maintenance start date:	November 17, 2024
LA-RICS LMR System Maintenance end date:	TBD, potential for fifteen (15) unilateral one-year Option Terms

<b><u>LMR System Maintenance – Service Agreement Information</u></b>	
LMR System Maintenance Agreement number:	TBD

<b><u>Motorola Contact for Service Escalations:</u></b>	
<b><u>System Support Center (SSC)</u></b>	
800-674-4357	
Name:	Jonathan Jackson
Email:	<a href="mailto:jonathan.jackson1@motorolasolutions.com">jonathan.jackson1@motorolasolutions.com</a>
Phone:	949-689-4078

## LA-RICS Contacts for Incident Dispatch Notification Procedure:

With the exception of fire and smoke alarms, telephonic notifications by the MSI NOC/Service Desk of Incident Alarms are not possible.

The MSI NOC / Service Desk will facilitate notifications of Incident Alarms via e-mail to the e-mail address provided below. These e-mail notifications are timely and in parallel to a dispatch of an Incident Alarm to the MSI-FSO Field technicians who would be responding. The information in those notifications would include at a high-level; the Incident opening and the timestamp, Site information, Priority Level, Alarm Description, Dispatch Status, Incident Status and subsequent Incident Closure, etc.

The below process will be followed regardless of any other notification process that may be able to be implemented.

MSI's Field Technicians (FSO) will facilitate the placing of phone calls to FCCF and SCC ISD technicians at the phone numbers specified in the table below when they are dispatched to a service impacting Incident Alarm or otherwise at MSI's discretion. When appropriate, the FSO technicians will work with the ISD techs to log and track dispatched Incidents and to provide a level of detail specific to the Incident response, i.e., the Incident Number, Incident Priority, Site, the description of the Incident/Alarm, the ETA to site, site arrival/entry, details of the findings related to the alarm, work progress, resolution status and to verify final resolution and subsequent Incident closure.

<b><u>LA-RICS Contact for Incident Dispatch Notifications</u></b>	<b>Monday – Friday, 0600am to 1630pm</b>
Name:	<b>FCCF ISD TECHNICIAN</b>
Phone:	<b>(323) 881-6124</b>
<b><u>LA-RICS Contact for Incident Notifications</u></b>	<b>24-7</b>
Name:	<b>SCC ISD TECHNICIAN</b>
Phone:	<b>(323) 881-8229</b>
<b><u>LA-RICS E-mail Contact for ALL Incidents</u></b>	<b><a href="mailto:LARICS.INCIDENTS@LA-RICS.ORG">LARICS.INCIDENTS@LA-RICS.ORG</a></b>

LA-RICS SYSTEM Contacts Authorized for MyView Portal /Customer Hub access and points of contact for reports/alerts/updates.

<b>Name</b>	<b>Email</b>	<b>Phone</b>
Scott England	SEngland@isd.lacounty.gov	
Ted Pao	Tpao@lasd.org	
Justin Compito	jcompito@televate.com	
Alejandro Loya Garcia	Aloyagarcia@isd.lacounty.gov	
Raul Corona Jr	RCoronajr@isd.lacounty.gov	
Gilbert Sung	Gsung@isd.lacounty.gov	

Name	Email	Phone
Manuel Segovia	Msegovia@isd.lacounty.gov	
Hugo Ballesteros	Hballesteros2@isd.lacounty.gov	
Christian Suh	CSuh@isd.lacounty.gov	
Charlie Adams's De Los Santos	CAdamesdelossantos@isd.lacounty.gov	
Nancy Yang	Nyang@isd.lacounty.gov	
Juan Ortiz	jortiz2@isd.lacounty.gov	
Kevin Lahara	klahara@isd.lacounty.gov	
Willie Carter	wcarter@isd.lacounty.gov	
Riad El Masri	Riad.elmasri@jacobs.com	
Eric Steinberger	Eric.steinberger@jacobs.com	
Brian Smyth	Brian.smyth@jacobs.com	
Jonathan Nichols	jnichols@isd.lacounty.gov	

## C. SERVICE DELIVERY MANAGEMENT/SERVICE DESK CONTACT INFORMATION

### How to Obtain Service for events outside of monitored alarm activity

Action	Information
Call the Network Operations Center (NOC) Service Desk for issues, requests, or concerns. <b>The NOC and Service Desk is staffed 24 hours per day, 365/366 days per year.</b>	<b>800-674-4357, or</b> <b><a href="mailto:dispatch@motorolasolutions.com">dispatch@motorolasolutions.com</a> or</b> <b>MyView Portal/Customer Hub</b>
Provide Your Information	<b>**Provide specific Site ID and/or Site Name**</b> Severity of system problem determined at this time Description of problem Caller Name Contact Phone Number Time available for call back Email address
Field Service Dispatching	Motorola Field Service Organization (FSO) is the primary first responder for Astro equipment only. 3 <sup>rd</sup> party vendors will be primary first responders for their respective equipment. Motorola will be compliant with background checks. Section 37.6. (Background and Security Investigation).

Action	Information
Motorola Notification of Incident Activity	<p>The following persons will be notified when events occur and an Incident is created and dispatched by the Service Desk:</p> <p>Motorola LA-RICS Field Service Team:  <b>FSO T8 DO099 CA-LARICS</b></p> <p><b>Smoke Alarms only:</b> The Motorola Service Desk will telephone LA County Fire Dispatch at 323-262-2111 and notify them of the site and address information and the Smoke Alarm status. The Motorola LA-RICS Field Service Team is also notified via the Motorola MOSS dispatch application. For those alarms, the ID is: <b>FSO T8 DO099 CA-LARICS FIRE</b></p>
LA-RICS Notification Process	<p>MSI's Field Technicians (FSO) or Service Delivery Manager will facilitate the placing of a phone call to the FCCF / SCC ISD technicians at the phone numbers specified when they are dispatched to an Incident Alarm that service impacting or otherwise appropriate. For these incidents, the FSO technicians or Service Delivery Manager will work with the ISD techs to log and track dispatched Incidents and to provide a level of detail specific to the Incident response.</p> <p>Incident Number, Incident Priority, Site, description of the Incident/Alarm, the response from the FSO team will suffice as the incident response time. ETA to site, site arrival / entry, details of the findings related to the alarm, work progress, resolution status, and to verification of final resolution, and subsequent incident closure.</p> <p><b>**All case notes can be found in MyView Portal/Customer Hub**</b></p>
Coordination of Incident Restoration	<p>Motorola FSO personnel will respond and take appropriate action to restore the system, which may include FRU's and/or spares utilized will be provided via Motorola's FRU and Spare equipment stock during the Maintenance period.</p>
Contact:	<b>FCCF ISD TECHNICIAN</b>
Monday – Friday 0600am to 1630pm	<b>(323) 881-6124</b>
Contact:	<b>SCC ISD TECHNICIAN</b>
Off-Hours	<b>(323) 881-8229</b>

## D. OVERVIEW OF SERVICES

This section briefly describes the services LA-RICS will receive during the LA-RICS LMR SYSTEM Maintenance period.

## LMR System Maintenance Support Services

Services	Included
Dispatch and Incident Management	√
Technical Support	√
Site and System Monitoring and Event Management	√
Site and System Infrastructure Repair and /Hardware Maintenance Services	√
On-Site Incident Response and Management	√
Annual Preventative Maintenance	√
Remote Security Patching – If available.	√
Maintenance Support Plan	√
MyView Portal/Customer Hub account	√

## 1. Incident Management

Incident Management represents those standardized processes responsible for managing the lifecycle of all incidents. Incidents can be reported by users through the Service Desk function, or communicated directly through the interface from the Universal Event Management (UEM) tool to the Motorola Network Operations Center (NOC).

### Incident Management and Dispatch Service

Incident Management and Dispatch	Activity
24x7x365/366 availability	√
Coordination and tracking of incident activity to ticket	√
Dispatch of field technical personnel	√
Notification and escalation of customer and management personnel	√
Final resolution and incident closure	√
The contractor shall identify the resolution of the incident(s) in monthly reports.	√
Performance Reports and Documentation described on Section E	√

## 2. Technical Support Operations

Technical Support Operations
<ul style="list-style-type: none"> <li>• Motorola Solutions</li> <li>• Sub-System OEM's (i.e. Aviat, Nokia, NICE)</li> </ul>

Motorola's Field Service Organization will utilize the Technical Support Operations (TSO) services provided by Motorola for the LA-RICS SYSTEM and the OEMs, including but not limited to Microwave: (Aviat/NEC) and (Nokia), and MPLS: (Nokia), Logging Recorders: (NICE). Telephone technical support is available 24x7x365/366 to assist with response to technical issues and questions regarding deployed systems.

Motorola Field Service personnel who perform Maintenance services on the system shall have completed required manufacturer-approved training and specialize in the diagnosis and resolution of system performance issues. The OEM technical operations teams will provide troubleshooting guidance over the telephone and work with the Field Service technicians to affect an efficient resolution to the system issue. When remote access is available, the technologists will connect to the affected system to troubleshoot and restore the network as quickly and efficiently as possible.

Motorola will perform the activities to deliver technical support services as shown in the table below.

<b>Technical Support Service</b>	
<b>Technical Support Operations</b>	<b>Activity</b>
Respond to requests for technical support for the restoration of failed systems and diagnosis of operation problems.	√
Determine additional requirements for issue characterization, restoration, including providing a known fix for issue resolution when available.	√
Coordinate technical resolutions with agreed upon third-party vendors as needed.	√
Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.	√
Provide configuration change support and changes to systems that have remote access capability.	√
Determine when a case requires more than the technical support services described here and notify customer of an alternative course of action.	√
Escalate issue to Motorola and third-party Technical Support Operations.	√

### 3. Monitoring and Event Management

Event monitoring for the LA-RICS SYSTEM is done via the Universal Event Manager (UEM) and events are sent to the Motorola NOC. The UEM provides the alarm monitoring gateway to the centralized Event Management Services as described below.

The Centralized Monitoring service provides active monitoring of the overall health of the network through alarms and events, and collects and analyses system generated messages in order to detect possible problems to the network and/or network elements.

Event Management focuses responding to events as quickly as possible, ensuring early detection of potential impacts to service quality. This ensures all the events are analyzed and categorized to determine the appropriate control actions, and providing information to support other business processes.

### 3.1 Network Monitoring

Located in Schaumburg, Illinois, Motorola’s Network Operations Center (NOC) is the heart of the Centralized Management Support Operations Center (CMSO). The systems described will be monitored 24 hours per day and 7 days per week and 365/366 days a year. The systems are proactively and continuously monitored for activities and events. An event, once detected, is forwarded to the Technical Support Operations (TSO) teams where highly trained system technologists acknowledge the event, run available diagnostic routines (if applicable), and initiate the appropriate response. Motorola’s enterprise-oriented system supervisory tools provide a complete view of the status of the system and are configured to monitor all Motorola-supplied network equipment. Once an event or activity is received at the NOC, the TSO system technologist will forward the incident to the Service Desk operations team and place the incident in the applicable priority status.

For the monitored LA-RICS SYSTEM the NOC may forward alarm incidents directly to the Service Desk for dispatch to the Motorola Field Service team for appropriate response and action. The dispatch system is continuously monitored for status throughout the troubleshooting and repair process.

#### **Alarm Thresholds for LA-RICS SYSTEM Sites and Subsystem Alarms**

Standard Threshold
An incident will be triggered if an event fulfills one of the two following criteria: <ul style="list-style-type: none"> <li>▪ Event occurs 5 times in 30 minutes.</li> <li>▪ Event causes 10 minutes of continuous downtime for a monitored component.</li> </ul>

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Maintenance Support Plan. Depending on the incident, Motorola Solutions’ response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents the NOC will generate Parent and Child tickets for an event. Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

The table below defines the LA-RICS SYSTEM monitored at the NOC: **LA-RICS SYSTEM Site Alarms and Network Monitoring Components**

System Components	Monitored
LA-RICS Master Sites	√
LA-RICS Prime Sites	√
LA-RICS UHF Remote and Receiver Sites	√
CTI-MCN Servers, Clients, HIB’s and CIB’s	√
Comparators	√
Zone and Site Controllers	√



TRAC Frequency Standards	√
RFDS and Advanced Power Monitors	√
Conventional Channel Gateways (CCGW's)	√
Network, routing and LAN switch equipment	√

### LA-RICS SYSTEM Alarms and Network Monitoring Components

System Components	Monitored
Narrowband Mobile Data Network RF/Remote Sites	√
RadioMobile IQ Servers and Web Monitors (FCCF)	√
RadioMobile Base Station Controllers and Tait Base/Repeater Stations	√
Advanced Power Monitors	√
Cisco IE Switches	√
Common Platform Sites that Support the NMDN System	√
NEC Microwave and Nokia MPLS Backhaul	√
SMMS and DPS T/MON Site / Environmental Monitoring Systems and Sensors	√
DPS Orderwire Equipment	√
Generator Equipment, ATS and Fuel Tanks and Tank Monitoring Systems (1)	√
DC/Inverter/Battery System alarms	√
HVAC and EVS Systems	√
Fire Suppression Systems	√
Tower Light controllers/beacons four sites: (FCCF, LASDTEM, MLM, BJM), LADWP243 will be monitored and LA-RICS notified of any alarms. LA-RICS will obtain permission for Motorola to work on any antenna structures with Beacons in need of service that are not owned or controlled by LA-RICS. Any cost for maintenance or repair by Motorola of the tower light controller / beacons other than FCCF, LASDTEM, MLM, BJM, will be done on a time and material basis at an additional cost to LARICS.	√
Shelters, Shelter Doors and Site Support Equipment Alarms	√

## 4. On-Site Incident Management

Motorola's On-Site Incident Management service is triggered by a dispatch initiated by the Network Operations Center (NOC) and Service Desk. It provides incident management and technical service support to enable on-site incident resolution. The service is delivered in conjunction with Motorola Field Service Organization (FSO) technicians. They are responsible for providing On-Site support through the On-Site Incident Management process based upon response and resolution times.

Parent ticket is the first ticket or oldest ticket for a specific event, referred to as the “parent ticket”. Child tickets are any incidents related to the parent ticket. All updates will be made to the parent tickets only, and will trigger all child tickets to be resolved or closed. MSI NOC will make the determination of the definitions of parent and child incident relationships.

## 5. Infrastructure Repair and Hardware Maintenance Program

LA-RICS SYSTEM Infrastructure Repair and Hardware Maintenance Program

Hardware System Maintenance Support Plan	Activity
The contractor shall identify the cause of the incident(s) in MSI monthly reports	√
Restore or replace failed units or equipment with Field Replaceable Units (FRU's) or spare inventory. Spares may include Motorola owned spares equipment and Advance Replacement equipment provided by Motorola or other LA-RICS SYSTEM OEM's. Replacement Equipment and FRU's may be new or refurbished during System Maintenance. Pursuant to the contract provisions; if a customer owned spare or FRU is permitted to be used the item will be replaced with a new, not refurbished item that is then returned to the LA-RICS spares inventory within 15 days.	√
Ship failed unit to/from Motorola repair facility, or ship to third party service provider	√
Perform operational check on failed unit	√
Repair or replace infrastructure equipment	√
Verify infrastructure equipment is operating to manufacturer specifications	√
Perform system test on all select manufacturer equipment, as needed	√
Return repaired item to the Motorola owned spares inventory. If customer spare was utilized item is replaced with a new item and is returned to LA-RIC's spares inventory.	√
Update Asset Management and System Documentation pursuant to the contract provisions as applicable.	√

## 6. Motorola Field Service Organization (FSO) Los Angeles Area Personnel

The Los Angeles Area FSO technical team consists of technicians geographically located throughout the greater Los Angeles Area. Selected technicians will have primary responsibility for response for the LA-RICS SYSTEM with back-up and coverage available on an as-needed basis from area team members. In the event of a disaster or other emergency, additional technical resources from other western region FSO technical teams can be called upon to augment the local resources as-needed.

The FSO teams will be equipped with appropriate service and test equipment. The test equipment will be maintained and calibrated based upon the equipment manufacturer's specified calibration schedules.

The local service team will also have at their disposal Motorola and OEM engineering support services and personnel which will be available during the Maintenance period as-needed to support the covered systems, subsystems and equipment.



Los Angeles Area FSO Technicians	
Geographic Area	Headcount
(LA) North County	2
(LA) San Fernando Valley Area	2
(LA) Metro Area	2
(LA) East County Area	2
San Bernardino County	4
Riverside County	1
Orange County	1
FSO Technicians Supporting LA-RICS	
Technician Name	Current Badging
Norma Moscoso	LASD, LACoFD, JCC
Tony Harris	LASD, LACoFD, JCC
Warren Konitshek	LASD, LACoFD, JCC
Paul Yaros	LASD, LACoFD, JCC
Ardy Stern	LASD, LACoFD, JCC
Allen LaFon	TBD
Allen Ho	TBD
Todd Yale	TBD

FSO Technicians cannot be contacted directly for service requests without Service Delivery Manager, FSO Manager, Customer Support Manager or Service Management consent.

## 7. LA-RICS SYSTEM Sites Codes and Names

### 7.1 LA-RICS SYSTEM Site Codes, Site Names

Site Designator	Site Name
AGH	Agoura Hills
APC	Airport Courthouse
BHS	Baldwin Hills (County)
BJM	Black Jack Peak
BKK	BKK Landfill
BMT	Bald Mountain
BUR1	Burnt Peak 1 (USFS)
CCB	Compton Units Court Bldg.
CCT	Criminal Court Building
CLM	Claremont
CPK	Castro Peak
CRN	Cerro Negro
CTYWLK	City Walk
DPK	Dakin Peak
DPW38	DPW38 Water Tank
ESR	East Sunset Ridge
FCCF	L A County Fire Command
FRP	Frost Peak (USFS)
GMT	Grass Mountain (USFS)

GRM	Green Mountain
HPK	Hauser Peak
INDWT	Industry Water Tank
JPK2	Johnstone Peak 2 (USFS)
LACF072	FS 72
LACFDEL	Del Valle Training Site
LAN	LA Sheriff Station Lancaster
LARICSHQ	LA-RICS Headquarters
LASDTEM	LA Sheriff Temple Station
LDWP243	DWP Sylmar Water Ladder
LPC	Loop Canyon (USFS)
MDI	Mount Disappointment (USFS)
MIR	Mirador
MLM	Mira Loma Facility
MMC	Mount McDill
MML	Magic Mountain Link (USFS)
MTL2	Mount Lukens-2 (USFS)
MVS	Monte Vista (Star Center)
OAT	Oat Mountain
ONK	Oat Mountain Nike
PHN	Puente Hills
PLM	LA Sheriff Palmdale Station
PMT	Pine Mountain (USFS)
POM	Pomona Court House
PRG	Portal Ridge (USFS)
RHT	Rolling Hills Transmit
RIH	Rio Hondo
RPVT	Rancho Palos Verdes Golf Course
SDW	San Dimas
SGH	Signal Hill
SPH	San Pedro Hills
SPN (MCI)	Saddle Peak
TOP	Topanga
TPK	Tejon Peak
TWR	Tower Peak
UCLA	UCLA Factor Building
UNIV	Universal Studios
VPK	Verdugo Peak (County)
WMP	Whittaker Middle Peak
WTR	Whittaker Ridge (USFS)

## 8. Severity Definitions (From LA-RICS Contract Exhibit B.1)

### Contract Sections:

**4.9.1.30. A Severity Level 1** problem is a major system Deficiency and is defined as one that results in the inability of any portion of the LMR System to conduct business as usual. This includes, but is not limited to:

4.9.1.30.1. Loss of Master Site or switchover to Backup Master Site.

4.9.1.30.2. Loss of one Master Controller or switchover to Redundant Master Controller.

- 4.9.1.30.3. Master Site LAN/WAN/Audio Distribution Equipment Failure.
- 4.9.1.30.4. Loss of one Simulcast Trunking Controller or switchover to Redundant Simulcast Trunking Controller.
- 4.9.1.30.5. Failure resulting in any Simulcast sub-system reverting to Site-Trunking.
- 4.9.1.30.6. Loss of two (2) or more System Manager/Alarm Terminals.
- 4.9.1.30.7. If purchased from Contractor, loss of two (2) or more Dispatch Consoles or loss of one (1) Dispatch Console where only one (1) exists.
- 4.9.1.30.8. Loss of Full-Featured Dispatch capability (revert to RF Dispatch control).
- 4.9.1.30.9. Logging Recorder or Interface failure.
- 4.9.1.30.10. Microwave system failure resulting in path switch or revert to standby radio.
- 4.9.1.30.11. Loss of Simulcast or Multicast Repeater site.
- 4.9.1.30.12. Repeater Site Antenna System Failure adversely affecting multiple channels.
- 4.9.1.30.13. Any component or module failure which results in loss of 20% or more of trunked channel resources.
- 4.9.1.31. If users on the LMR System report a Severity Level 1 problem, the Authority will notify the Contractor and the remediation of the problem will occur based on the Severity Level 1 timetable

**4.9.1.32. A Severity Level 2** problem is a minor system malfunction and is defined as, one in which some system features are inoperative but LA-RICS is able to conduct its business as usual. This includes, but is not limited to:

- 4.9.1.32.1. Loss of single Repeater, loss of one (1) System Manager/Alarm Terminal.
- 4.9.1.32.2. Loss of one (1) Dispatch Console (except where a location only has one (1) console), or any component or module failure that results in loss of the availability of a single trunked channel resource.
- 4.9.1.32.3. If users on the LMR System report a Severity Level 2 problem, the Authority will notify the Contractor and the remediation of the problem will occur based on the Severity Level 2 timetable.

**4.9.1.33. A Severity Level 3** is defined as any type non-emergency, non-user effecting problem, including but not limited to:

- 4.9.1.34. Questions or inquiries on system upgrades or intermittent problems.
- 4.9.1.35. Questions or inquiries on system problems currently being monitored.
- 4.9.1.36. Questions or inquiries regarding parts or work to be performed later.
- 4.9.1.37. Any failure of a component of the System Management and Monitoring Subsystem, Inventory and Maintenance subsystem, or other supporting systems, where such failure does not rise to the level of Severity Level 1 or 2.

**4.9.1.38. A Severity Level 4** is defined as scheduled maintenance or upgrades.

**4.9.1.39.** Scheduled maintenance and/or upgrades will be conducted during off-peak hours and approved by the Authority.

## 9. Contract Severity Level to Motorola Priority Level Conversion Table

Severity Level to Motorola Priority Level	
Severity Level	Motorola Incident Priority Level
Severity Level-1	Critical P1
Severity Level-2	High P2
Severity Level-3	Medium P3
Severity Level-4	Low P4

## 10. Response Timetables

(SEE NOTE-1 FOR SPECIFIC SITE RESPONSE LIMITATIONS)

System	Priority Electronic Response	Priority Technical Support and/or Field Dispatch	On-Site Response	Restoration
Severity Level-1 Major System issue(s) as defined in Contract Exhibit (B.1) Section 4.9.1.30 referenced above.	T=5 minutes	Major Alarm :Critical P1 Within T=15 minutes	Within T=2 hrs	Restoration Time T=6 hrs
Severity Level-2 Minor System issue(s) as defined in Contract Exhibit (B.1) Section 4.9.1.32 referenced above.	T=5 minutes	Minor Alarm: High P2 Within T=60 minutes	Within T=4 hrs	Restoration Time T=24 hrs
Transport Network (Microwave and MPLS)	T=5 minutes	Major Alarm: Critical P1 Within T=15 minutes	Within T=2 hrs	Restoration Time T=6 hrs
		Minor Alarm: High P2 Within T=60 minutes	Within T=4hrs	Restoration Time T=24
System LAN/WAN Equipment/Switches	T=5 minutes	Major Alarm: Critical P1 Within T=15 minutes	Within T=2 hrs	Restoration Time T=6 hrs
		Minor Alarm: High P2 Within T=60 minutes	Within T=4 hrs	Restoration Time=24 hrs
Fire Suppression (Smoke Detect Alarm-notification to LA County Fire and FSO).	T=5 minutes	All Smoke Detect Alarms: Critical P1 / Within T=15 minutes	Within T=2 hrs	Restoration T=6 hrs
Critical Equipment; Shelter / Equipment Room Subsystems- TVSS, FSS, HVAC, EVS, Generator/ATS, etc	T= 5minutes	High P2 Within T=60 minutes	Within T=4 hrs	Restoration T=24 hrs  *In cases where restoration time is not met for generators, MSI will supply a roll-up generator unit until power is restored.



# ATTACHMENT A

System	Priority Electronic Response	Priority Technical Support and/or Field Dispatch	On-Site Response	Restoration
Door Alarms	T=5 minutes	High P2 within T=60 minutes	CRQ's will be opened prior to door openings and LA RICS will be notified in cases of alarm without a CRQ.	N/A
Emergency Power Systems; DC Power Plant/Batteries	T=5 minutes	Critical P1 / Within T=15 minutes	Within T=2 hrs	Restoration T=6 hours (or Best Effort) based on soonest available electrician and commercially available power.
Tower Lighting System (FCCF, LASDTEM, MLM, BJM, LADWP243,) LA-RICS will obtain permission for Motorola to work on any antenna structures with Beacons in need of service that are not owned or controlled by LA-RICS.	T=5 minutes	High P2 Within T=60 minutes NOTAM initiated with FAA / FCC rules.	Within T=4 hrs	Restoration T=6 hrs for ground level equipment. Tower climb related work restore within T=48 hrs; based on soonest tower crew availability and weather conditions.  Reference U.S. Department of Transportation Federal Aviation Administration ADVISORY CIRCULAR AC 70/7460-1M
Tower Systems; Antennas, Transmission Lines, TTA's and RFDS	T=5 minutes	Critical P1 Within T=15 Minutes	Within T=2 hrs	Restoration T=6 hrs for ground level equipment. Tower climb related work restore within T=48 hrs; based on soonest tower crew availability and weather conditions.
System Interfaces Equipment, SMMS / T/MON Monitoring Systems / Sensors	T=5 minutes	Medium P3 / Within T=8 hrs	Standard Business Day Within T=8 hrs	Restoration T=24 hrs
Questions and Inquiries	T=5 minutes	Medium P3 Standard Business Day / Within T=8 hrs	Standard Business Day Within T=8 hrs	N/A



System	Priority Electronic Response	Priority Technical Support and/or Field Dispatch	On-Site Response	Restoration
Non-Critical Shelter Systems (Lighting, etc).	T=5 minutes	Low P4 Standard Business Day T=24 Hours	Standard Business Day T=24 hrs	Restoration T=24 hrs
Scheduled PM's and upgrades	N/A	Low P4 Standard Business Day T=24 hours	As scheduled	N/A

## NOTE-1: SPECIFIC SITE RESPONSE / RESTORATION TIME LIMITATIONS:

Motorola will consult with LA-RICS regarding site access issues but Motorola is not responsible for alternative transportation to any site.

Motorola's position remains the same and unchanged. Motorola did not provide nor select any of the LA-RICS sites. Exhibit-B, Section 2.2.7.3 must be read in context of LA-RICS responsibility to provide MSI access to sites in accordance with Section 4.4.2 and Section 38.1 of the Base Agreement.

The Contract clearly contemplates that except for Contractor Provided Sites, of which there are none, LA-RICS will provide a site access road, (an established way of ingress and egress), for each site selected by LA-RICS. MSI was not scoped to build a site access road to any site on the project. MSI's provisioning of travel on site access roads by way of special use permits, etc., is dependent on having permission and meeting conditions to travel on the site access road provided by LA-RICS based on Site Access Agreements negotiated by LA-RICS with site owners and members.

MSI is responsible for its costs of traveling on the SITE ACCESS ROAD, however, LA-RICS is solely responsible for providing a site access road as a means of ingress and egress for each site at its cost.

Motorola will not be held responsible delays in or compliance with response or restoration times for Maintenance work, system repairs, system or equipment outages due to lack of site access for any reason.

### Specific Sites with access issues:

- **CATALINA ISLAND SITES; BJM (Blackjack) DPK (Dakin Peak), TWR (Tower Peak):** Motorola will make commercially reasonable efforts to meet the response/restore timetables for service incidents. Motorola shall maintain a four-wheel drive vehicle to access the Catalina Sites. The Catalina Island sites and transportation to the island is dependent upon commercial ferry service which is not available on a 24/7 basis. Pursuant to Section 6.3 and Section 4.4.2 of the Base Agreement, Motorola is not responsible for response time delays to perform warranty or Phase 5 Maintenance work caused by LA-RICS. Upon receipt of an on-site dispatch Motorola will book the first available passage to the island including but not limited to other non-commercial means such as by LAcoFD, or LASD, etc.. Non-Commercial means provided by LA County Fire or LA County Sheriff, if provided, will be at no cost to Motorola. Motorola has placed a permitted Service Vehicle on the island which is available for immediate use once on Catalina Island.
- **FRP (Frost Peak):** This site is reliant upon an access road controlled by the U. S. Forest Service and the Mountain High Ski Resort. During the winter months and snow/ski season the access road is closed due to





its' traversing of the ski slopes. Closure prevents access to the site. While the Resort does have a Snowcat, communications from the Mountain High Ski Resort have confirmed to Motorola that they do not provide rides nor allow use by outside parties in the Snowcat. If LA-RICS is able to negotiate an agreement with the Mountain High Ski Resort for transportation of Motorola personnel and equipment via the Mountain High Ski Resort Snowcat, then LA-RICS will provide those details and the agreement and permission in writing to Motorola. Other alternate methods of access such as Snow Mobile or hiking in will be undertaken under safe and reasonable conditions as determined by Motorola. Mountain High has also confirmed that the use on Snow Mobiles are not permitted by the Resort due to liability issues. Pursuant to Section 4.4.2 of the Base Agreement provides site access requirements by LA-RICS.

- **JUDICIAL COUNSEL OF CALIFORNIA (JCC) SITES:** APC (Airport Courthouse), CCB (Compton Court Building), CCT, (Criminal Courts Building), POM, (Pomona Court Building), Motorola will make commercially reasonable efforts to meet response/restore timetables for service incidents. However, the JCC requires advance notice and granted permission for access to the JCC sites; as such the response and restoration timetables are deemed to begin upon granted access and technician arrival at the Courthouse site, so long as Motorola provided timely advance notice for access to the JCC sites.
- **RPVT (Ranch Palos Verdes Golf Course):** The site does not have a site access road as required by Section 4.4.2 of the Base Agreement. Access requires traversing of the golf course fairways/greens by use of a golf cart or walking. While access for most routine equipment service and repairs can be made in that manner, in the event that a service truck or other heavier vehicle is required for service performance 48-hour advance notice will be made to LA-RICS who will be responsible to communicate the heavy-vehicle service request to the golf course. In no event will Motorola be responsible for any damage and/or any restoration of the fairways or greens due to use of a service vehicle required for performance of work when following the site access methods prescribed by LA-RICS or the golf course, which are to be provided to Motorola in writing.

Motorola shall notify LA-RICS as soon as possible when site access is deemed inaccessible for Motorola's response. Provided Motorola timely requests access within the advance notification requirements of a site, where applicable, LA-RICS is to provide a written Site Access procedure document for each site to Motorola and Motorola's on-site response and restoration timelines shall begin once LA-RICS has provided site access to Motorola. For any site that requires an escort from any party, Motorola's response and restoration timetables are deemed to begin upon arrival of the escort at the site access gate or access road with the Motorola technician.

LA-RICS shall be responsible to provide all site-specific access badging, identification cards, keys, or cardkeys, and/or escorts that are required for any site. Motorola will cooperate with LA-RICS to facilitate Motorola technicians in the obtaining of such badging or other access instruments.

There are other remote sites located in the mountains that require travel on rough, unpaved, unlit, narrow mountain roads with no safety guard rails. These conditions may make these mountain roads unsafe to travel on after dark. Additionally, some sites and access roads may become inaccessible due to the impact of extreme or adverse weather conditions; road washouts; rock slides, fires, etc. Motorola will make commercially reasonable efforts to access such sites on a case-by-case basis. Pursuant to Contract Section: 2.2.20.1.1: The Contractor will assume that existing Member-provided sites have adequate existing roads.

In addition to the site access issues and unless Motorola causes or contributes to the source of the delay, Motorola shall not be held to the response and restoration timetable delays that are attributable to Contract Section 6.3.delays and Section 38.1 delays where Member facilities cannot be accessed for reasons including:

- a. Force Majeure
- b. Issues caused by employees other than Motorola or Motorola Subcontractors
- c. Delays caused other than Motorola or Motorola Subcontractors
- d. Site Commercial Power Issues

**Note (2) Specific to the environmental/shelter related equipment for the SPN Site (formerly MCI), Contract Amendment 85 and Attachment A define the specifics of the SPN site and the provisioning and**



installation of Phase-2 related equipment. With the exception of the DC Plant and Batteries which Motorola provided and installed, LA-RICS provided and installed the balance of the Phase-2 equipment as defined in the Amendment. Motorola agreed to monitor the equipment depicted in the table below which denotes the equipment/systems that Motorola is responsible to monitor or maintain and the equipment that LA-RICS is responsible to repair and maintain. Note that any generators, fuel tanks or ATS equipment at SPN is excluded from what Motorola is responsible to monitor or maintain.

For the included monitored elements shown in the table below, Motorola will notify the personnel that LA-RICS specifies as to monitored alarm events requiring attention.

ENVIRONMENTAL MONITORED SYSTEMS	MONITORED BY MOTOROLA (Y/N)	ENVIRONMENTAL EQUIPMENT	RESPONSIBLE FOR SERVICE
Door Entry	Y	Two Entry Doors	MSI
DC Power/Battery Plant	Y	DC Plant/Batteries	MSI
FSS Smoke/Hydrogen Detection	Y	Fire Suppression System	LA-RICS
HVAC Controller/Thermostat	Y	HVAC Controllers and Units	LA-RICS
TVSS 1 and TVSS 2	Y	TVSS Units	LA-RICS
Generator(s)	Y	Generators	LA-RICS
ATS	Y	ATS	LA-RICS
Fuel Tank(s)	Y	Fuel Tanks	LA-RICS
NetGuardian	Y	NG480	MSI
DPS VOIP	Y	VOIP System	MSI

Note (4) For items noted above under the responsibility of LA-RICS, Any cost for maintenance or repair by Motorola will be done on a time and material basis at an additional cost to LARICS.

Motorola understands and acknowledges LA-RICS desire to meet to address and develop a site access table. LA-RICS is the owner and holder of the Site Access agreements for all of the sites, as such, LA-RICS needs to define the access procedures for each site. Motorola will collaborate on the access list with LA-RICS, and will cooperate with LA-RICS to provide documentation needed to allow for badging or access by Motorola service personnel.

## E. PERFORMANCE MANAGEMENT

### Maintenance Services Activity Reporting

During the Maintenance period a monthly status report will be prepared and submitted to the Authority. The report will itemize LA-RICS Site System Availability, a listing of Incidents/Outages or failures that occurred since the last report, as well as any outstanding problems not resolved since the last report.

During the Maintenance period a monthly status report will be prepared and submitted to the Authority. The report will itemize KPI metrics such as Ticket Volume per Physical Site, Ticket Volume by Priority Levels, Ticket Volume by LA-RICS subsystem in relation to other subsystems, System SLA Performance Results, Incident Performance Trends: LA-RICS Site Availability and an Incident Report for all Open and Closed cases for any given month. The report will also provide information for the listing of Incidents/Outages or failures that occurred since the last report, as well as any outstanding problems not resolved since the last report.

The report will detail who reported the Incident, the Incident number, date and time of incident, date and time of incident initial response, incident priority assignment date and time of actions performed, the



duration of incident/outage, the diagnosis and corrective action taken, date and time of the resolution and the resources required to correct the malfunction/ failure and technician names of who resolved/closed the incident.

The System Availability report will provide metrics for the previous reporting cycle, showing percentage of System availability measured on a monthly basis at a rate 99.99%.

Motorola will provide analytics and dashboard reports specific to LA-RICS SYSTEM sites including the information located in MyView Portal/Customer Hub.

**\*\*Note:** Customer Hub will become the primary portal for all incident management, navigation, device and infrastructure repair management, order management, documentation center and administrative functions. MyView Portal will reside within Customer Hub in the interim until such time all customer account information will solely be located on Customer Hub.

## 1. Preventive Maintenance (PM) Management

Infrastructure Preventative Maintenance (PM) service provides a scheduled operational testing and alignment of the infrastructure equipment. The purpose of preventive maintenance testing is to ensure that the infrastructure equipment meets original manufacturer specifications and to confirm that all subsystems in the network are fully operational. Our field support team will ensure that the test is scheduled and executed in cooperation with the appropriate LA-RICS Authority personnel. Upon completion, test results will be submitted to the Authority and kept as part of the ongoing maintenance records for the system. Preventative Maintenance testing is performed as recommended by the equipment manufacturer and is scheduled by the Motorola FSO team and/or System Delivery Manager through the Service Desk at the CMSO.

The Table below outlines the Preventative Maintenance services starting with at inception of the Maintenance Period for the LA-RICS subsystem sites. Any additional recommended annual preventive maintenance procedures from the equipment manufacturer that are not described here shall also be incorporated into these procedures and executed during each scheduled inspection and/or site visit.

Preventative Maintenance shall be performed at the regularly-scheduled intervals identified in accordance with the recommendations of the Supplier or third-party OEMs as detailed in the Preventative Maintenance Schedule.

A Preventative Maintenance status report will be prepared and submitted to the Authority via MyView Portal/Customer Hub. The report will itemize all preventative maintenance services for the LA-RICS Subsystems. Any third-party Preventive Maintenance status report will be completed by the third-party servicer, and the System Delivery Manager or Motorola representative will upload the report in MyView Portal/Customer Hub.

The report will detail who performed the service, the description of the service performed, date and time, a diagnostic report (where available or applicable). If equipment needed corrective action, describe the action taken and the date and time of the resolution and the resources required to correct the malfunction/failure and technician names of who resolved/closed the incident.

The RF Site Checklist for preventative maintenance, the document will be filled out and provided to the Authority via MyView Portal/Customer Hub within 10 working days of the scheduled PM activity.

The report shall comply with and be in accordance with the Preventative Maintenance Services and Scopes of Work as described on the LA-RICS LMR System Maintenance Plan. The LA-RICS Site PM's will be coordinated and scheduled in intervals by both parties in advance.

Motorola will upload any Preventive Maintenance reports performed by MSI or third-party servicers supporting the LA-RICS SYSTEM equipment within 10 working days.



## LA-RICS SYSTEM Preventative Maintenance Schedule and System Impact

Infrastructure Equipment Covered (Note: May vary by site)	PM Schedule Interval	System Downtime/ Impact	Service Hours
LA-RICS Master Site; MCN Servers and Client Stations, HIBs and CIBs	Annual	Minimal	Standard Business Day (8x5)
LA-RICS Prime Sites; Comparators and TRAC	Annual	Minimal	Standard Business Day (8x5)
LA-RICS Remote Sites	Annual	Minimal	Standard Business Day (8x5)
Zone and Site Controllers	Annual	Minimal	Standard Business Day (8x5)
RFDS, Advanced Power Monitors	Annual	Minimal	Standard Business Day (8x5)
Conventional Channel Gateways (CCGW's)	Annual	Minimal	Standard Business Day (8x5)
Base and Control Stations (Motorola)	Annual	Minimal	Standard Business Day (8x5)
Network, routing and LAN switch equipment	Annual	Minimal	Standard Business Day (8x5)

### LA-RICS SYSTEM Site Preventative Maintenance Checks

The PM checks will be conducted and recorded utilizing Motorola developed PM Checklists and Method of Procedure documents for specific equipment and system types. The table below outlines the preventative maintenance checks to be performed on the DTVRS, LARTCS & ACVRS Sites.

MASTER AND PRIME SITE CHECKLIST	
Servers and Clients	Clean Fans and Equipment, use antistatic vacuum to clean cooling pathways.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
DSR (Redundant Master Site)	Roll over Master Site Traffic to DSR to validate performance of redundancy. Procedure for this process to be coordinated and agreed upon between parties.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.

MASTER AND PRIME SITE CHECKLIST	
<b>Routers (as applicable)</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative routers. Carry out core router switchover in coordination with Customer.
<b>Switches (as applicable)</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
<b>Domain Controllers</b>	
Equipment Alarms	Check UEM and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Firewalls</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
<b>Logging Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
<b>PRIME SITE CHECKLIST</b>	
<b>Software</b>	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

MASTER AND PRIME SITE CHECKLIST	
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>Miscellaneous Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
<b>Zone and Site Controllers</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>Comparators</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

MCC 7500 DISPATCH SITE CHECKLIST	
<b>General</b>	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.

MCC 7500 DISPATCH SITE CHECKLIST	
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
<b>Headset Unplugged Testing</b>	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
<b>Headset Plugged In Testing</b>	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
<b>Other Tests</b>	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
<b>Audio Testing</b>	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.

MCC 7500 DISPATCH SITE CHECKLIST	
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
<b>Logging Equipment Tests</b>	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Playback Station (Motorola Solutions Provided)</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.
<b>Computer Performance Testing</b>	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
PM Optimization Workbook and for GTR/GPW Radio tests. (1)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.



RF SITE CHECKLIST	
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
Shelter cleanup	Perform general light duty site cleanliness activities including waste removal, sweeping and basic site access (rock removal, dirt removal, clear path for door/gate open & close),

ASTRO 25 GTR ESS SITE PERFORMANCE	
<b>Antennas</b>	
Transmit Antenna Data	
Receive Antenna System Data	
Tower Top Amplifier Data	
<b>FDMA Mode</b>	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
<b>TDMA Mode</b>	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	
TDMA Transmit RFDS Tests	
TDMA Receive RFDS Tests with 432 Diversity TTA	
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)	
TDMA Receive RFDS Tests without TTA (if applicable)	

**Note (1): Measured RF Site PM data results will be compared to the initial Site Optimization documentation to confirm measured equipment is within the parameters of the initial site commissioning as well as published equipment specifications. Test results are recorded in Motorola's pre-developed PM and Site Performance Workbooks.**

GTR/GPW BASE RADIO SITE PERFORMANCE	
<b>Antennas</b>	
Transmit Antenna System Data	
Receive Antenna System Data	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	

## Preventative Maintenance Schedule and System Impact



Infrastructure Equipment Covered (Note: May vary by site)	PM Schedule Interval	System Downtime/Impact	Service Hours
Core (Master Site)	Annual	Minimal	Standard Business Day (8amx5pm)
DSR (Redundant Master Site)	Annual	Minimal	Standard Business Day (8x5)
Dispatch Sites (MCC7500)	Annual	Minimal	Standard Business Day (8x5)
Remote Sites; Prime, Simulcast and ASR	Annual	Minimal	Standard Business Day (8x5)
RadioMobile/Tait Base/Repeater Stations	Annual	Minimal	Standard Business Day (8x5)
TTA, Advanced Power Monitors and RFDS	Annual	Minimal	Standard Business Day (8x5)
NEC (Aviat) Microwave Backhaul	Annual	Minimal	Standard Business Day (8x5)
Nokia MPLS	Annual	Minimal	Standard Business Day (8x5)
Motorola Network Management-UEM	Annual	None	Standard Business Day (8x5)
DPS T/MON Monitors	Annual	None	Standard Business Day (8x5)
DPS VOIP Orderwire	Annual	None	Standard Business Day (8x5)
DPS NetGuardian 480 Alarm Monitors	Annual	None	Standard Business Day (8x5)
DPS HVAC G3 Controllers	Annual	None	Standard Business Day (8x5)
Generators and ATS Units	Annual	None	Standard Business Day (8X5)
Heating, Ventilation, Air Conditioning	Annual	None	Standard Business Day (8x5)
DC Power / Battery System Equipment	Annual	None	Standard Business Day (8x5)
Visual Battery Inspection (1)	Quarterly	None	Standard Business Day (8x5)
Omnitec Fuel Tank Monitor Re-calibration	As needed	None	Standard Business Day (8x5)
Visual Fuel Tank Inspection/Report	-Annual	None	Standard Business Day (8x5)
Fuel Polishing/Decontamination (Diesel)	Annual – Prior to winter (no bio-diesel products)	None	Standard Business Day (8x5) <ul style="list-style-type: none"> <li>Sites at 4,200 ft. elevation or above only.</li> </ul>
Fire Suppression Systems	Bi-Annual (conducted prior to expiration of tag date)	None	Standard Business Day (8x5)

Fire Extinguishers	Annual (conducted prior to expiration of tag date)	None	Standard Business Day (8x5)
Tower Lighting Controllers and Beacons	Annual	None	Standard Business Day (8x5)
Visual Tower Inspections	Annual	None	Standard Business Day (8x5)
Visual Antenna/Transmission Line/Mount and Tape Drop Inspections	Annual	None	Standard Business Day (8x5)
General Site Inspections (2)	Bi-Annual	None	Standard Business Day (8x5)
TVSS - Surge Suppression Equipment	Annual	None	Standard Business Day (8x5)

**(1): Visual Battery Inspections for leaks or cracks will be made whenever a site is visited, as well as quarterly in the event a site was not visited in a given quarter.**

**(2): General Shelter custodial inspections will be made at the site shelters during routine or other visits to remove trash or other items for disposal left behind by Motorola or its subcontractors from the shelter or compound area.**

### Environmental/Third-Party Preventative Maintenance Checks (1)

<p><b>RADIOMOBILE</b></p> <ul style="list-style-type: none"> <li>Preventative Maintenance will be done in accordance with the equipment manufacturer's specified System Manual.</li> </ul> <p><b>IQ SERVER / WEB MONITOR</b></p> <ul style="list-style-type: none"> <li>For the IQ Server / Web Monitor, Preventative Maintenance will be done in accordance with the equipment manufacturer's specified System Manual.</li> </ul> <p><b>BASE STATION CONTROLLERS</b></p> <ul style="list-style-type: none"> <li>For the Base Station Controllers, Preventative Maintenance will be done in accordance with the equipment manufacturer's specified System Manual.</li> </ul> <p><b>BASE STATION RADIOS (TAIT)</b></p> <ul style="list-style-type: none"> <li>For the Base Station Radios (TAIT), Preventative Maintenance will be done in accordance with the equipment manufacturer's specified System Manual.</li> </ul> <p><b>RECTIFIER</b></p> <ul style="list-style-type: none"> <li>There are no special Preventative Maintenance requirements for the rectifier.</li> </ul> <p><b>POWER AMPLIFIER</b></p> <ul style="list-style-type: none"> <li>There are no special Preventative Maintenance requirements for the PA.</li> </ul> <p><b>PMU</b></p> <ul style="list-style-type: none"> <li>There are no special Preventative Maintenance requirements for the PMU.</li> <li>Periodically check that the screws on the DC input for terminals are tight.</li> </ul> <p><b>VENTILATION</b></p> <ul style="list-style-type: none"> <li>Cooling Fans require no special Preventative Maintenance</li> <li>Periodically check/clean cooling pathways and fans.</li> </ul>
--

## **CISCO ie1000 ETHERNET SWITCHES**

- Monitor Switches LED array for errors or failure status, and link status
- Visually Inspect Switch Modular Connectors and assure they are secure
- Visually Inspect condition of power and interconnect cabling
- Visually inspect ground connections

## **Microwave Backhaul Preventative Maintenance Checks**

### **MICROWAVE RADIOS AND EQUIPMENT**

- Preventative Maintenance of the Microwave system will be done in accordance with the equipment manufacturer's specified System Manual.
- Check UEM for alarms and warnings and event history
- Monitor Alarm Display on MDP (Indoor Unit)
- Monitor/ Measure Transmit Power
- Monitor/ Measure Receive Signal Level
- Monitor/Measure TRP (Outdoor Unit) Power Supply Voltages
- Monitor/Measure BER
- Monitor/Measure Main Receive Level
- Check Fan Operation on MDP, clean fan screens
- Visually Inspect transmission line, RF and power connectors for TRP (ODU) for condition
- Visually Inspect antenna for condition
- Confirm switching of the RF and control units to ensure paths work properly.

## **MPLS Preventative Maintenance Checks**

The table outlines the preventative maintenance checks to be performed on the MPLS system equipment.

### **Nokia MPLS Mobile Backhaul Preventative Maintenance Checks**

#### **MPLS SAR ROUTERS AND NETWORK LAN SWITCH EQUIPMENT**

- Preventative Maintenance of the MPLS / LAN system will be done in accordance with the equipment manufacturer's specified PM procedures if applicable.
- NSP Network Services Platform
- Service Aware Manager (SAM) with servers.
- SAR Routers
- System Firewalls
- LAN Switches
- Verify automated backups are functioning

#### **SWITCHES, ROUTERS AND FIREWALLS**

- Check device for alarms and status indicators for fault conditions
- Capture diagnostic logs as necessary
- Visually inspect Modular Connectors and assure they are secure
- Visually inspect condition of power and interconnect cabling
- Clean fans, cooling pathways and filters on devices as-needed
- Visually inspect ground connections
- Verify backups are available for each equipment. If backup does not exist, then create a new backup

## Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance Checks

The table outlines the preventative maintenance checks to be performed on the HVAC system equipment.

### HVAC Preventative Maintenance Checks

#### AIR FILTERS

- Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment.

#### AIR HANDLERS

- Check blower mounting and tighten if necessary.
- Check shaft alignment to motor.
- Check blower pulley for security to shaft.
- Check blower belt for condition and tension (adjust or replace).
- Check blower rotation.
- Oil or grease blower bearing.
- Check blower scroll for dirt and clean.
- Check housing for rust and repair as necessary.
- Clean coil faces.
- Visual inspection on condensate line (full pathway to drain or earth) to confirm no clogs or excessive scaling/ corrosion requiring maintenance.

#### THERMOSTATS

- Remove cover and remove all foreign particles.
- Clean thermostat cover.
- Check set point of control.
- Calibrate as necessary.
- Check general condition.
- Check electrical connections.

#### ELECTRIC MOTORS

- Check motor mounting and tighten if necessary.
- Check motor pulley for security, alignment and tighten if necessary.
- Check bearing wear.
- Check wiring and conduit (from motor to starter) for condition.
- Check rotation of motor.
- Check motor for excessive heat and noise.
- Check air passages and winding.
- Measure current draw and record.

#### CONDENSER COIL

- Check coil and fins for debris
- Chemically clean condenser coil
- Check coil for oil leaks

#### EVAPORATOR

- Check and clean tubes or fins as required.
- Blow out coils with CO<sub>2</sub>.

#### RELAYS

- Energize relay to insure operation.
- Inspect contacts and clean if required.
- Replace if necessary.

## REFRIGERATION COMPRESSOR

- Check for oil leaks.
- Check refrigerant charge condition through sight glass.
- Check for unusual noise or vibration.
- Check for refrigeration compressor and refrigeration piping leaks.
- Check operation of safety and capacity controls for proper operation including high and low pressure cut –outs.
- Check compressor mounting.
- Check condition of refrigeration insulation.
- Perform start-up procedure per manufacturer’s recommendation.
- Perform efficiency test and record results.
- Check operation pressure of system.

## DC Power and Battery Systems Preventative Maintenance Checks

The table outlines the preventative maintenance checks to be performed on DC Power and Battery Systems equipment.

### DC Power and Battery Systems Preventative Maintenance Checks

#### ELTEK SMARTPACK DC CONTROLLER AND RECTIFIERS

- Record site info – DC power system – Manufacturer, Model Number, Serial Number
- Check alarm buffer for active alarms.
- Record AC Input/Supply Voltage.
- Record DC Output Voltage.
- Record AC Input Currents.
- Record DC Voltage at battery plant.
- Record DC Current at battery plant.
- Record AC Ripple Voltage and Current at battery plant.
- Verify rectifier voltage and amperage settings.
- Verify alarms are set properly
- Verify operation and calibration of Rectifier Volt and Amp Meter
- All mechanical connections are checked for tightness.
- Visually inspect Power Bays and Rectifiers for loose or foreign objects.
- Perform a thermal point scan with a thermal scanner.
- Inspect all modules and cabling for damage.
- Check components for swelling or leakage including capacitors if present.
- Perform a thermal point scan with an infrared device.
- Repeat previous steps for all remaining DC-plants



## BATTERIES

- Record site info – Battery Plant – Manufacturer, Model Number, Serial Number, Date Codes
- Perform visual battery inspection.
- Record site info in cases of swap out – DC power system & battery – Manufacturer, Model Number, Serial Number, Date Codes
- Record individual Cell/Jar voltages, impedance/conductance using approved battery analyzer.
- Check battery terminal connections. Re-torque as necessary.
- Check all batteries for post corrosion or electrolyte leakage.
- Check that battery cabinet is clean and free of debris.
- Check battery string area for good ventilation and overall battery condition.
- Check battery temperature and post temperature with a thermal scanner.
- Check that battery cabinet is clean and free of debris.
- Check battery string area for good ventilation and overall battery condition.
- Check battery temperature and post temperature with a thermal scanner.
- Repeat previous steps for all remaining batteries.

## INVERTERS

- Proceed to inverters.
- Record DC Input/Supply voltage.
- Record AC Output voltage.
- Record DC Input currents.
- Record AC Output currents.
- Perform temperature scan of internal components, circuitry, and all inverter related cabling and connections.
- Verify all meters and screen functions are working.
- Perform temperature scan of internal components, circuitry, and all inverter related cabling and connections.
- Verify all meters and screen functions are working.
- Check and record any alarms indicating problems.
- Repeat steps for all remaining inverters.

## SITE CLOSEOUT

- Review all recorded findings with site contact and make corrective recommendations as necessary, provide written report.

## Generator / ATS Preventative Maintenance Checks

The table outlines the preventative maintenance checks to be performed on the system Generator and Automatic Transfer Switch equipment.

### System Generator/ATS Preventative Maintenance Checks

#### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

#### FUEL SYSTEM

- Record primary tank fuel level
- Inspect engine fuel system for leaks



- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Fuel containment structures shall be drained at a frequency determined by Motorola service agents. Motorola will log the drainage into the onsite logbooks.

## **COOLING SYSTEM**

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter

## **LUBRICATION SYSTEM**

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level

## **GENSET CONTROLS AND ACCESSORIES**

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

## **INTAKE AND EXHAUST SYSTEMS**

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement
- Optional - Clean crankcase breather or replace filters

**Diesel Particulate Filters (DPF):** There are ( 3) sites with DPF Systems on the site generator; LASDTEM, POM, and RHT. The DPF's at those sites will be inspected and serviced annually, as well as if a Soot Alarm is active/received between the annual servicing's. The DPF Filter Elements will be removed, cleaned and reinstalled with new gaskets. A four-hour load bank test will be performed to regenerate the DPF System. LA-RICS as the AQMD permit holders are responsible for environmental regulatory reporting requirements as applicable. Motorola shall provide the operator (LA RICS) with records of DPF replacements and manual regeneration.

## **GENERAL CONDITIONS**

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect Ice Shields/Ice Bridges and Structural Coverings of Generators and Fuel Tanks for damage as applicable. Damage as the result of weather, Acts of Nature or other Force Majeure are not covered by Maintenance.



- Visually inspect engine and generator mounts
- Verify emergency stop operation

### **AFTERTREATMENT (Upon request)**

- Verify DEF level N/A
- Record DPF restriction if applicable
- Visually inspect after treatment and controls

### **SWITCHGEAR**

- Inspection and Full Service

### **OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS**

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware.
- Inspect outdoor Camlock and other electrical equipment and enclosures, visually inspect hinges, and inspect enclosures for water intrusion.
- Inspect Supply and Return Fuel Lines and Fuel Lines with heat trace.
- If applicable, inspect/clean DPF filters and inspect auxiliary pumps for proper operation. (Preventative Maintenance of the DPF's include inspection of the DPF and cleaning done in accordance with the Generator OEM and DPF OEM recommendations.
- Visually inspect outdoor camlock for hinge condition, water intrusion, etc.
- Visually inspect electrical equipment enclosures for damage, water intrusion, etc.
- Inspect fuel lines with heat trace (both the supply/return lines and heat trace).

### **LUBRICATION OIL & FILTRATION SERVICE**

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

### **AIR QUALITY MANAGEMENT PERMITS & GENERATOR LOGGING**

- During the Maintenance period Motorola will update and maintain the generator operation / run-time log books / virtual scripts and onsite maintenance log documentation while the unit is being maintained for the applicable generator sites as required by the permits.
- During the Maintenance period, Motorola will track generator run times and notify the specified LA-RICS personnel when a generator run time exceeds 150 and at 180 hours per year.
- As named holder of the permits, LA-RICS shall be responsible to file for any required variances or waivers.

## **Shelter, Compound and Fuel Tank Systems Preventative Maintenance Checks**

The table outlines the preventative maintenance checks to be performed at the system Site Monitoring equipment, Shelters, Compounds and Fuel Tank Systems.

### **Shelters, Compounds, and Fuel Tanks Systems**

#### **ALARM MONITORING SYSTEMS**

- **DPS Orderwire, DPS NetGuardian 480, DPS HVAC Controllers, Omntec Fuel Monitors, Alarm Sensors. Cordex Controller (at PMT Only).**

Preventative Maintenance of the site monitoring equipment and system will be done in accordance with the equipment manufacturer's specified System Manuals

## SHELTERS

- Inspections and any required maintenance will be completed per Preventive Maintenance Schedule annually for each shelter.
- Items such as exterior lights, boxes, penetrations, GFIs and waterproof covers, HVAC units, Exhaust Fans, EVS units, Motorized dampers and louvers will be inspected and tested for proper operation. Door drip caps, etc. will be inspected and re-sealed if required. Sites with duct work will be inspected as-needed.
- Door gasket, locking mechanism hardware, hydraulic closure, caulk sealant, alignment (hinge) inspections are performed periodically to ensure a proper seal.
- Signage, building interior, exterior and emergency lighting shall be inspected during periodic site visits and corrected as required.
- Inspect TVSS/Surge Suppression equipment for alarms
- Visually inspect condition of interior of shelter, floors to be swept if needed and interior of shelter will be kept orderly.
- The maintenance check and any discrepancies and corrective actions taken shall **be** noted.

## COMPOUNDS

- Gates, Fencing and Signage and Shelters shall be visually inspected during periodic site visits. Specialty finishes on gates, fencing, shelters and other site appurtenances will be inspected where applicable. Maintenance will not apply to remediation of normal wear and tear, weathering, fading, etc.
- Sites will be inspected for missing or malfunctioning locks, and sites subject to weather damage from ice and snow will be inspected as-appropriate. Damage found as the result of weather and/or other Acts of Nature and Force Majeure are not covered by Maintenance.
- Condition of Rodent Cages if applicable, will be visually inspected for damage and reported to LA-RICS.

## FUEL TANK SYSTEMS

- The fuel tanks, fuel levels and refuel/overfill conditions are monitored by the Omntec Monitoring systems and are alarm reported via the T/MON system.
- On an annual basis during the Maintenance the Omntec will be recalibrated if needed
- On an annual basis in accordance with the SPCC's for the applicable fuel tank sites Motorola will perform a visual inspection of the tank conditions and confirm there is no leaking or accumulation of fuel and that all parts of the tank are in working order. They will also inspect the tank foundation, containment curb area and generator enclosure. An annual AST inspection checklist record (industry standard) will be completed and kept with the SPCC Plan for records keeping purposes for the period of time required by the SPCC Permit.
- Fuel Polishing / decontamination of the fuel supplies in the fuel tanks will be performed on an annual basis for applicable diesel fuel tanks and systems. at sites 4,200 ft. elevation or above.
- During the Maintenance period specified, Motorola will not renew expiring CUPA/CERS permits that are required for operation of the fuel tanks and battery plants. LA-RICS will be responsible for any Permit renewals.

## Suppression Systems and Site Safety Equipment Preventative Maintenance Checks

The table outlines the preventative maintenance checks to be performed on the Fires Suppression and Site Safety equipment.

### FSS and Site Safety Systems and Equipment

#### CA-1 - CLEAN AGENT FIRE SUPPRESSION SYSTEM

(CA-1 service performed is adapted from the following codes and standards: NFPA 70, 72, 75, and 2001).

## **FREQUENCY OF SERVICE AND INSPECTION**

- Bi-annually by authorized and certified FSS Technician.

## **SYSTEM DEVICES FOR SERVICE AND INSPECTION (as applicable)**

- Clean Agent Control Panel
- Battery Back-Up Systems
- Alarm Bells
- Alarm and Discharge Horns
- Alarm and Discharge Strobe Lights/Beacons
- Manual Discharge Pull Stations
- Smoke Detectors
- Agent Storage Containers
- Agent Distribution Piping and Nozzles
- Abort Stations
- Maintenance Bypass Switches

## **INSPECTION PROCEDURES**

- An MSI representative will Notify the Motorola NOC that a functional system test is about to be conducted and have FSS alarms suppressed for duration of testing.
- FSS Technician will perform an inspection of the system for installation integrity, both electrically and mechanically.
- FSS Technician will perform and complete the Testing and Service
- An MSI representative will notify the Motorola NOC that the service is complete and return the FSS System to full operational condition.
- Fire Suppression Vendor will submit to the System Delivery Manager a fully itemized service report with any recommendations for safety updates and repairs as required.

## **SERVICE PROCEDURES PERFORMED ON AN ANNUAL BASIS**

- Smoke Detectors
- Sequence each detector in an alarm condition. Each detector will be set in the alarm mode using a test gas, external magnet or appropriate device.

## **SERVICE PROCEDURES PERFORMED ON A SEMI-ANNUAL BASIS**

### **Control Panel and Battery System.**

- Verify LED operation for power, trouble and alarm conditions.
- Test battery for charge and automatic switch-over capability.
- Operate test and reset switches for sequence and function.
- Visual inspection of terminations and wiring within the panel.

### **Smoke Detectors**

- Visually inspect detectors.

### **Alarm Bells and Discharge Horns/Strobes**

- Check individually for proper operation and sound level.
- Manual Pull and Abort Stations, verify individual operation

### **Auxiliary Devices and Systems Shut-Downs**

- Air conditioning, heating, ventilating systems and power equipment shutdowns; will be performed.
- Check Room Integrity
- Agent Storage Containers/Distribution Piping-Nozzles
- Check agent quantity and pressure of Clean Agent containers.

- Visually inspect accessible discharge piping and nozzles for integrity and corrosion.

### **Periodic Site Visit Inspections (Motorola FSO)**

- During site visits Motorola personnel will visually inspect the following:
- Pressure gauge on agent storage container.
- General condition of both electrical and mechanical system.

### **SITE FIRE EXTINGUISHERS**

- Site fire extinguishers will be inspected annually per manufacturer schedule, inspection tags and Fire Code.
- Site fire extinguishers' will be recharged as-needed based on annual inspection and condition.

### **SITE FIRST AID KITS AND EYE WASH STATIONS**

- First Aid kits at sites will be inspected and replenished annually.
- Eye Wash Station Solutions will be inspected and replenished annually.

## **Towers and Antenna Structure Preventative Maintenance Checks**

The table outlines the preventative maintenance checks to be performed on the towers and antenna structures.

### **Towers and Antenna Structures**

#### **GROUND LEVEL VISUAL INSPECTION OF TOWERS AND ANTENNA STRUCTURES**

##### **Visually Inspect General Tower Conditions for damage, rust or service issues:**

- Tower Legs and Cross Members
- Safety Climb / Ladder
- Tower Finishes, including specialty finishes will be visually inspected for rust, at all sites where applicable, and will be repaired / recoated as needed. Rust is not covered and will be handles on a T & M basis.
- Tower Lighting Controllers and Lights, verify lights/markers are operational/day-night mode as applicable at four DTVRS Sites (BJM,FCCF,LASDTEM, MLM) and LDWP243 on a T&M basis.
- Tower Base Foundation surfaces for spalling and fracturing
- Cable Trays
- LMR antennas and Feedlines
- Antenna mounts
- Microwave antennas and radomes and mountings
- Microwave Dish strut/stiff arms secured to tower members
- Microwave ice bridges and supporting members secure
- Waveguide and connectors for any sign of damage, dents, etc.
- RF lines supported and securely held in place
- Ensure that ground connections are not corroded

## **2. Repair Management**

Repair Management is a repair / exchange service for Motorola equipment and OEM third-party equipment and infrastructure supplied by Motorola. Motorola will utilize Motorola owned or provided spares and/or



Field Replacement Units (FRU's) as-needed to service and restore malfunctioning equipment during the Maintenance period.

## 3. Security Updates

As applicable to each system and subsystem covered by this LMR System Maintenance Plan security updates and patches will be applied to applicable devices and equipment. This service will include remote installation of the updates and local installation where necessary.

### 3.1 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g., end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff. Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services



## 4. System and Network Updates

During the LA-RICS SYSTEM Maintenance Period published service bulletins and mandatory and/or non-mandatory software, firmware or bug fixes may be made to system components, application of such changes or updates will be made based upon the published update or service bulletins and/or any updates as outlined by Exhibit B section 5.

Changes and updates will be reviewed in advance with designated LA-RICS Authority personnel prior to implementation and require the associated Change Request process be followed including Authority authorization prior to implementation. Implementation will be scheduled and performed as part of scheduled maintenance activity. Updates shall follow the requirements outlined in contact sections Exhibit D 2. Maintenance Services and Exhibit B.1 5. Phase – 5 LMR System maintenance

### Systems and Equipment Covered Under the LA-RICS LMR SYSTEM Maintenance Plan

The table outlines a high-level view of equipment covered by the LA-RICS LMR SYSTEM Maintenance plan.

LA-RICS SYSTEM (Master Sites)	LA-RICS SYSTEM (Prime Sites)	LA-RICS SYSTEM Remote Site Equipment UHF
CTI/MCN Servers	GRV8000 Comparators	GTR/GPW Remote Site Base and Repeaters and Receiver Stations
CTI/MCN Clients Stations	TRAC 9100 Frequency Standard	Advanced Power Monitors (APM) and RF Distribution Systems (RFDS)
CTI/MCN, HIB and CIB Equipment	CCGW Site Gateways	Prime Site Controllers
LAN Switches and Routers	LAN Switches and Routers	Site Routers and Firewalls and LAN Switches
TRAC 9100 Frequency Standard		CCGW Gateways
Site and Zone Controllers		TRAC 911 Frequency Standard
Control Stations		Antennas
CCGW Gateways		Transmission Lines
Antennas		Low Band Comparator Interface Module (CIB)
Transmission Lines		
Zone Controllers		

## 5. LA-RICS SYSTEM Site ID and Address Table

### 5.1 DTVRS Subsystem - Site ID and Address Table

The table outlines the sites that comprise the unique DTVRS Site Names and addresses. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of Site IDs.

SITE ID	SITE CODE	DTVRS SITE NAME	SITE TYPE	SITE ADDRESS	CITY	ZIP CODE	SUBSYSTEM
A069F1	FCCF	FCCF Redundant Active	CORE	1320 N Eastern Ave	Los Angeles	90063	M3 CORE
A069F1B1_(DSR)	PLM	PLM Redundant Inactive	DSR	750 East Avenue Q	Palmdale	93550	DSR
A069F1D1	FCCF	FCCF DISP 1	Dispatch	1320 N Eastern Ave	Los Angeles	90063	DISPATCH
A069F1D3	FCCF	SCC DISP 1	Dispatch	1277 N Eastern Ave	Los Angeles	90063	DISPATCH
A069F1D4	LARICS HQ	LARICSHQ	Dispatch	2525 Corporate Place	Monterey Pk	91754	DISPATCH
A069F1D105	FCCF	FCCF Nice 1	Logging	1320 N Eastern Ave	Los Angeles	90063	LOGGING
A069F1D106	FCCF	FCCF Nice 2	Logging	1320 N Eastern Ave	Los Angeles	90063	LOGGING
A069F1D7	PLM	PLM NICE 1	Logging	750 East Avenue Q	Palmdale	93550	LOGGING
A069F1D8	PLM	PLM NICE 2	Logging	750 East Avenue Q	Palmdale	93550	LOGGING
A069F130	BUR1	BUR1 700	ASR	22554U Pine Canyon Rd.	Lake Hughes	93532	DTVRS 700
A069F160	BUR1	BUR1 UHF	ASR	22554U Pine Canyon Rd.	Lake Hughes	93532	DTVRS UHF
A069F131	DPW38	DPW38 700	ASR	39750 163rd Street E. Lake	Los Angeles	93591	DTVRS 700
A069F161	DPW38	DPW38 UHF	ASR	39750 163rd Street E. Lake	Los Angeles	93591	DTVRS UHF
A069F132	FRP	FRP 700	ASR	Blue Ridge Road 3N06	Wrightwood	92397	DTVRS 700
A069F162	FRP	FRP UHF	ASR	Blue Ridge Road 3N06	Wrightwood	92397	DTVRS UHF
A069F134	JPK2	JPK2 700	ASR	Sycamore Flats Motorway	San Dimas	91741	DTVRS 700
A069F164	JPK2	JPK2 UHF	ASR	Sycamore Flats Motorway	San Dimas	91741	DTVRS UHF
A069F135	MML	MML 700	ASR	Magic Mountain Link	Santa Clarita	91387	DTVRS 700
A069F165	MML	MML UHF	ASR	Magic Mountain Link	Santa Clarita	91387	DTVRS UHF
A069F166	PMT	PMT UHF	ASR	Pine Mountain Road	Monrovia	91016	DTVRS UHF
A069F120	HPK	ANF ND 700 HPK	Prime	7 Hauser Mtn Rd.	Palmdale	93510	DTVRS 700
A069F12001	HPK	ANF ND 700 HPK	Remote	7 Hauser Mtn Rd.	Palmdale	93510	DTVRS 700
A069F12002	MMC	ANF ND 700 MMC	Remote	Sierra Pelona West Mountain Way	Palmdale	91390	DTVRS 700
A069F150	HPK	ANF ND UHF HPK	Prime	7 Hauser Mtn Rd.	Palmdale	93510	DTVRS UHF
A069F15001	HPK	ANF ND UHF HPK	Remote	7 Hauser Mtn Rd.	Palmdale	93510	DTVRS UHF
A069F15002	MMC	ANF ND UHF MMC	Remote	Sierra Pelona West Mountain Way	Palmdale	91390	DTVRS UHF



# ATTACHMENT A

A069F128	DPK	Catalina 700 DPK	Prime	177U Divide Rd.	Avalon	90704	DTVRS 700
A069F12801	DPK	Catalina 700 DPK	Remote	177U Divide Rd.	Avalon	90704	DTVRS 700
A069F12802	BJM	Catalina 700 BJM	Remote	2124U Orizaba Rd.	Avalon	90704	DTVRS 700
A069F12803	TWR	Catalina 700 TWR	Remote	10007U Banning House Rd.	Avalon	90704	DTVRS 700
A069F158	DPK	Catalina UHF DPK	Prime	177U Divide Rd.	Avalon	90704	DTVRS UHF
A069F15801	DPK	Catalina UHF DPK	Remote	177U Divide Rd.	Avalon	90704	DTVRS UHF
A069F15802	BJM	Catalina UHF BJM	Remote	2124U Orizaba Rd.	Avalon	90704	DTVRS UHF
A069F15803	TWR	Catalina UHF TWR	Remote	10007U Banning House Rd.	Avalon	90704	DTVRS UHF
A069F121	FCCF	Downtown 700 FCCF	Prime	1320 N Eastern Ave	Los Angeles	90063	DTVRS 700
A069F12101	FCCF	Downtown 700 FCCF	Remote	1320 N Eastern Ave	Los Angeles	90063	DTVRS 700
A069F12102	BHS	Downtown 700 BHS	Remote	4100 S. La Cienega Ave	Los Angeles	90056	DTVRS 700
A069F12103	CCT	Downtown 700 CCT	Remote	210 W. Temple St.	Los Angeles	90012	DTVRS 700
A069F12104	CTYWLK	Downtown700 CTYWLK	Remote	1000 Universal Studios Bl. Bldg 4505/N4	Universal City	91608	DTVRS 700
A069F12105	UCLA	Downtown 700 UCLA	Remote	700 Tiverton Ave.	Los Angeles	91773	DTVRS 700
A069F151	FCCF	Downtown UHF FCCF	Prime	1320 N Eastern Ave	Los Angeles	90063	DTVRS UHF
A069F15101	FCCF	Downtown UHF FCCF	Remote	1320 N Eastern Ave	Los Angeles	90063	DTVRS UHF
A069F15102	BHS	Downtown UHF BHS	Remote	4100 S. La Cienega Ave	Los Angeles	90056	DTVRS UHF
A069F15103	CCT	Downtown UHF CCT	Remote	210 W. Temple St.	Los Angeles	90012	DTVRS UHF
A069F15104	CTYWLK	Downtown UHF CTYWLK	Remote	1000 Universal Studios Bl. Bldg 4505/N4	Universal City	91608	DTVRS UHF
A069F122	RIH	East 700 RIH	Prime	2970U Workman Mill Rd.	Whittier	90601	DTVRS 700
A069F12201	RIH	East 700 RIH	Remote	2970U Workman Mill Rd.	Whittier	90601	DTVRS 700
A069F12202	PHN	East 700 PHN	Remote	18794 Vantage Point Dr.	Rowland Hts	91748	DTVRS 700
A069F12203	POM	East 700 POM	Remote	400 Civic Center Plaza	Pomona	91766	DTVRS 700
A069F12204	SDW	East 700 SDW	Remote	308 Via Blanca	San Dimas	91773	DTVRS 700
A069F12205	ESR	East 700 ESR	Remote	Angeles National Forest	Los Angeles	90711	DTVRS 700
A069F12206	BKK	East 700 BKK	Remote	2220 South Azusa Ave	West Covina	91792	DTVRS 700
A069F12207	LASDTEM	East 700 LASDTEM	Remote	8838 Las Tunas Dr.	Temple City	91780	DTVRS 700
A069F12208	INDWT	East 700 INDWT	Remote	20905 Running Branch Road	Diamond Bar	91765	DTVRS 700
A069F12209	MVS	East 700 MVS	Remote	11515 Colima Rd.	Whittier	90604	DTVRS 700
A069F152	RIH	East UHF RIH	Prime	2970U Workman Mill Rd.	Whittier	90601	DTVRS UHF
A069F15201	RIH	East UHF RIH	Remote	2970U Workman Mill Rd.	Whittier	90601	DTVRS UHF
A069F15202	PHN	East UHF PHN	Remote	18794 Vantage Point Dr.	Rowland Hts	91748	DTVRS UHF
A069F15203	POM	East UHF POM	Remote	400 Civic Center Plaza	Pomona	91766	DTVRS UHF
A069F15204	SDW	East UHF SDW	Remote	308 Via Blanca	San Dimas	91773	DTVRS UHF
A069F15205	ESR	East UHF ESR	Remote	Angeles National Forest	Los Angeles	90711	DTVRS UHF
A069F15206	MVS	East UHF MVS	Remote	11515 Colima Rd.	Whittier	90604	DTVRS UHF
A069F123	BMT	I5N 700 BMT	Prime	46811 Ridge Route Rd.	Gorman	93243	DTVRS 700
A069F12301	BMT	I5N 700 BMT	Remote	46811 Ridge Route Rd.	Gorman	93243	DTVRS 700
A069F12302	TPK	I5N 700 TPK	Remote	Tejon Mountain Rd.	Lebec	93243	DTVRS 700

# ATTACHMENT A

A069F12401	WTR	I5W 700 WTR	Prime	33507U Whitaker Ridge Road	Castaic	91384	DTVRS 700
A069F12401	WTR	I5W 700 WTR	Remote	33507U Whitaker Ridge Road	Castaic	91384	DTVRS 700
A069F12402	WMP	I5W 700 WMP	Remote	Whitaker Peak Rd (6N53)	Castaic	91384	DTVRS 700
A069F15301	BMT	I5N UHF BMT	Prime	46811 Ridge Route Rd.	Gorman	93243	DTVRS UHF
A069F15301	BMT	I5N UHF BMT	Remote	46811 Ridge Route Rd.	Gorman	93243	DTVRS UHF
A069F15302	TPK	I5N UHF TPK	Remote	Tejon Mountain Rd.	Lebec	93243	DTVRS UHF
A069F15401	WTR	I5W UHF WTR	Prime	33507U Whitaker Ridge Road	Castaic	91384	DTVRS UHF
A069F15401	WTR	I5W UHF WTR	Remote	33507U Whitaker Ridge Road	Castaic	91384	DTVRS UHF
A069F15402	WMP	I5W UHF WMP	Remote	Whitaker Peak Rd (6N53)	Castaic	91384	DTVRS UHF
A069F12501	LACFDEL	North 700 LACFDEL	Prime	28101 Chiquito Canyon Rd.	Castaic	98101	DTVRS 700
A069F12501	LACFDEL	North 700 LACFDEL	Remote	28101 Chiquito Canyon Rd.	Castaic	98101	DTVRS 700
A069F12502	LDWP243	North 700 LDWP243	Remote	16310 Silver Oaks Drive	Sylmar	91342	DTVRS 700
A069F12503	LPC	North 700 LPC	Remote	16482U Santa Clara Truck Trail	Santa Clarita	91321	DTVRS 700
A069F12504	OAT	North 700 OAT	Remote	22000 Palo Sola Truck Rd.	Chatsworth	91311	DTVRS 700
A069F12505	ONK	North 700 ONK	Remote	26814U Oat Mountain Motorway	Chatsworth	91381	DTVRS 700
A069F155	ONK	North UHF ONK	Prime	26814U Oat Mountain Motorway	Chatsworth	91381	DTVRS UHF
A069F15501	ONK	North UHF ONK	Remote	26814U Oat Mountain Motorway	Chatsworth	91381	DTVRS UHF
A069F15502	LDWP243	North UHF LDWP243	Remote	16310 Silver Oaks Drive	Sylmar	91342	DTVRS UHF
A069F127	MLM	Northern Desert 700 MLM	Prime	44902 60th St W	Lancaster	93536	DTVRS 700
A069F12701	MLM	Northern Desert 700 MLM	Remote	44902 60th St W	Lancaster	93536	DTVRS 700
A069F12702	PRG	Northern Desert 700 PRG	Remote	16046U Portal Ridge Rd.	Lake Hughes	93532	DTVRS 700
A069F12703	PLM	Northern Desert 700 PLM	Remote	750 East Avenue Q	Palmdale	93550	DTVRS 700
A069F12704	GMT	Northern Desert 700 GMT	Remote	Grass Mountain Fire Road	Green Valley	91390	DTVRS 700
A069F157	MLM	Northern Desert UHF MLM	Prime	44902 60th St W	Lancaster	93536	DTVRS UHF
A069F15701	MLM	Northern Desert UHF MLM	Remote	44902 60th St W	Lancaster	93536	DTVRS UHF
A069F15702	PRG	Northern Desert UHF PRG	Remote	16046U Portal Ridge Rd.	Lake Hughes	93532	DTVRS UHF
A069F15703	GMT	Northern Desert UHF GMT	Remote	Grass Mountain Fire Road	Green Valley	91390	DTVRS UHF
A069F119	CRN	San Gb 700 CRN	Prime	1528 Sugar Loaf Dr.	La Canada Flintridge	91011	DTVRS 700
A069F11901	CRN	San Gb 700 CRN	Remote	1528 Sugar Loaf Dr.	La Canada Flintridge	91011	DTVRS 700
A069F11902	MDI	San Gb 700 MDI	Remote	14404U Mount Disappointment Rd.	Altadena	91001	DTVRS 700
A069F11903	MIR	San Gb 700 MIR	Remote	2000 Glen Oaks Blvd	Pasadena	91105	DTVRS 700
A069F11904	MTL2	San Gb 700 MTL2	Remote	5150 Mount Lukens Truck Trail	Los Angeles	91214	DTVRS 700
A069F11905	VPK	San Gb 700 VPK	Remote	8010 Verdugo Mountain Way	Glendale	91352	DTVRS 700
A069F149	CRN	San Gb UHF CRN	Prime	1528 Sugar Loaf Dr.	La Canada Flintridge	91011	DTVRS UHF
A069F14901	MDI	San Gb UHF MDI	Remote	14404U Mount Disappointment Rd.	Altadena	91001	DTVRS UHF
A069F14902	MIR	San Gb UHF MIR	Remote	2000 Glen Oaks Blvd	Pasadena	91105	DTVRS UHF
A069F14903	MTL2	San Gb UHF MTL2	Remote	5150 Mount Lukens Truck Trail	Los Angeles	91214	DTVRS UHF

A069F14904	VPK	San Gb UHF VPK	Remote	8010 Verdugo Mountain Way	Glendale	91352	DTVRS UHF
A069F126	RHT	South 700 RHT	Prime	5741 W Crestridge Rd.	Rancho Palos Verdes	90275	DTVRS 700
A069F12601	RHT	South 700 RHT	Remote	5741 W Crestridge Rd.	Rancho Palos Verdes	90275	DTVRS 700
A069F12602	CCB	South 700 CCB	Remote	200 W. Compton Blvd.	Compton	90220	DTVRS 700
A069F12603	SPH	South 700 SPH	Remote	3860 E Crest Rd.	Rancho Palos Verdes	90275	DTVRS 700
A069F12604	SGH	South 700 SGH	Remote	2321 Stanley Ave.	Signal Hill	90755	DTVRS 700
A069F12605	APC	South 700 APC	Remote	11701 S. La Cienega Blvd.	Los Angeles	90045	DTVRS 700
A069F12606	RPVT	South 700 RPVT	Remote	7000 Los Verdes Dr. (Los Verdes Golf Course)	Rancho Palos Verdes	90275	DTVRS 700
A069F156	RHT	South UHF RHT	Prime	5741 W Crestridge Rd.	Rancho Palos Verdes	90275	DTVRS UHF
A069F15601	RHT	South UHF RHT	Remote	5741 W Crestridge Rd.	Rancho Palos Verdes	90275	DTVRS UHF
A069F15602	CCB	South UHF CCB	Remote	200 W. Compton Blvd.	Compton	90220	DTVRS UHF
A069F15603	SPH	South UHF SPH	Remote	3860 E Crest Rd.	Rancho Palos Verdes	90275	DTVRS UHF
A069F15604	SGH	South UHF SGH	Remote	2321 Stanley Ave.	Signal Hill	90755	DTVRS UHF
A069F129	SPN	West 700 SPN	Prime	23501 Saddle Peak Rd.	Topanga	90290	DTVRS 700
A069F12901	SPN	West 700 SPN	Remote	23501 Saddle Peak Rd.	Topanga	90290	DTVRS 700
A069F12902	GRM	West 700 GRM	Remote	900 N Temescal Canyon Fire Rd.	Los Angeles	90272	DTVRS 700
A069F12903	LACF072	West 700 LACF072	Remote	1832 Decker Cyn Rd.	Malibu	90265	DTVRS 700
A069F12905	AGH	West 700 AGH	Remote	29650 Kimberly Drive	Agoura Hills	91301	DTVRS 700
A069F12906	SPN	West 700 SPN	Remote	24574 W Saddle Peak Rd.	Malibu	91302	DTVRS 700
A069F12907	CPK	West 700 CPK	Remote	928 Latigo Canyon Road	Malibu	90265	DTVRS 700
A069F159	SPN	West UHF SPN	Prime	23501 Saddle Peak Rd.	Topanga	90290	DTVRS UHF
A069F15901	SPN	West UHF SPN	Remote	23501 Saddle Peak Rd.	Topanga	90290	DTVRS UHF
A069F15902	GRM	West UHF GRM	Remote	900 N Temescal Canyon Fire Rd.	Los Angeles	90272	DTVRS UHF
A069F15903	LACF072	West UHF LACF072	Remote	1832 Decker Cyn Rd.	Malibu	90265	DTVRS UHF
A069F15905	AGH	West UHF AGH	Remote	29650 Kimberly Drive	Agoura Hills	91301	DTVRS UHF
A069F15906	SPN	West UHF SPN	Remote	24574 W Saddle Peak Rd.	Malibu	91302	DTVRS UHF
A069F15907	CPK	West UHF CPK	Remote	928 Latigo Canyon Road	Malibu	90265	DTVRS UHF

## 5.2 LARTCS Subsystem - Site ID and Address Table

The table outlines the sites that comprise the unique LARTCS Site Names and addresses. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of Site IDs.

SITE ID	SITE Name	Site Address	City	Zip Code
---------	-----------	--------------	------	----------

# ATTACHMENT A

A069F1CV01001	LARTCS 800 FCCF PRIME	1320 N Eastern Ave	Los Angeles	90063
A069F1CV01003	LARTCS 800 BMT REMOTE	46811 Ridge Route Rd.	Gorman	93243
A069F1CV01004	LARTCS 800 BUR1 REMOTE	22554U Pine Canyon Rd.	Lake Hughes	93532
A069F1CV01005	LARTCS 800 CTYWLK REMOTE	1000 Universal Studios Blvd. Building 4505 / N4 Tower	Universal City	91680
A069F1CV01006	LARTCS 800 CPK REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV01008	LARTCS 800 DPW38 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591
A069F1CV01009	LARTCS 800 FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV01011	LARTCS 800 HPK REMOTE	7 Hauser Mtn Rd.	Palmdale	93510
A069F1CV01012	LARTCS 800 JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV01013	LARTCS 800 LACFDEL REMOTE	28101 Chiquito Canyon Rd.	Castaic	28101
A069F1CV01014	LARTCS 800 LDWP243 REMOTE	16310 Silver Oaks Drive	Sylmar	91342
A069F1CV01016	LARTCS 800 LPC REMOTE	16482U Santa Clara Truck Trail	Santa Clarita	91321
A069F1CV01017	LARTCS 800 MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV01018	LARTCS 800 MMC REMOTE	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1CV01019	LARTCS 800 MML REMOTE	Magic Mountain Link	Santa Clarita	91387
A069F1CV01020	LARTCS 800 MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV01021	LARTCS 800 ONK REMOTE	26814U Oat Mountain Motorway	Chatsworth	91381
A069F1CV01022	LARTCS 800 PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV01024	LARTCS 800 RIH REMOTE	2970U Workman Mill Rd.	Whittier	90601
A069F1CV01027	LARTCS 800 ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV01028	LARTCS 800 TOP REMOTE	23501 Saddle Peak Rd.	Topanga	90290
A069F1CV01030	LARTCS 800 VPK REMOTE	8010 Verdugo Mountain Way	Glendale	91352
A069F1CV01032	LARTCS 800 WTR REMOTE	33507U Whitaker Ridge Road	Castaic	91384
A069F1CV02001	LARTCS UHF FCCF PRIME	1320 N Eastern Ave	Los Angeles	90063
A069F1CV02002	LARTCS UHF AGH REMOTE	29650 Kimberly Drive	Aguora Hills	91301
A069F1CV02004	LARTCS UHF TPK REMOTE	Tejon Mountain Rd.	Lebec	93243

# ATTACHMENT A

A069F1CV02005	LARTCS UHF BUR1 REMOTE	22554U Pine Canyon Rd.	Lake Hughes	93532
A069F1CV02006	LARTCS UHF CPK REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV02008	LARTCS UHF DPW38 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591
A069F1CV02010	LARTCS UHF FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV02012	LARTCS UHF HPK REMOTE	7 Hauser Mtn Rd.	Palmdale	93510
A069F1CV02013	LARTCS UHF JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV02015	LARTCS UHF MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV02016	LARTCS UHF MMC REMOTE	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1CV02017	LARTCS UHF MML REMOTE	Magic Mountain Link	Santa Clarita	91387
A069F1CV02018	LARTCS UHF MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV02019	LARTCS UHF ONK REMOTE	26814U Oat Mountain Motorway	Chatsworth	91381
A069F1CV02020	LARTCS UHF PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV02024	LARTCS UHF ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV02026	LARTCS UHF VPK REMOTE	8010 Verdugo Mountain Way	Glendale	91352
A069F1CV03001	LARTCS VHF & LB MLM PRIME	44902 60th St W	Lancaster	93536
A069F1CV03002	LARTCS VHF & LB BJM REMOTE	Mt. Black Jack	Avalon	90704
A069F1CV03003	LARTCS VHF & LB TPK REMOTE	Tejon Mountain Rd.	Lebec	93243
A069F1CV03004	LARTCS VHF & LB BUR1 REMOTE	22554U Pine Canyon Rd.	Lake Hughes	93532
A069F1CV03005	LARTCS VHF & LB CPK REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV03006	LARTCS VHF & LB DPK REMOTE	Divide Rd.	Avalon	90704
A069F1CV03007	LARTCS VHF & LB DPW38 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591
A069F1CV03008	LARTCS VHF & LB FCCF REMOTE	1320 N Eastern Ave	Los Angeles	90063
A069F1CV03009	LARTCS VHF & LB FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV03010	LARTCS VHF & LB GMT REMOTE	Grass Mountain Fire Road	Green Valley	91390
A069F1CV03011	LARTCS VHF & LB GRM REMOTE	900 N Temescal Canyon Fire Rd.	Los Angeles	90272
A069F1CV03012	LARTCS VHF & LB HPK REMOTE	7 Hauser Mtn Rd.	Palmdale	93510

A069F1CV03013	LARTCS VHF & LB JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV03014	LARTCS VHF & LB MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV03015	LARTCS VHF & LB MMC REMOTE	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1CV03016	LARTCS VHF & LB MML REMOTE	Magic Mountain Link	Santa Clarita	91387
A069F1CV03017	LARTCS VHF & LB MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV03018	LARTCS VHF & LB ONK REMOTE	26814U Oat Mountain Motorway	Chatsworth	91381
A069F1CV03019	LARTCS VHF & LB PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV03020	LARTCS VHF & LB PMT REMOTE	Pine Mountain Road	Monrovia	91016
A069F1CV03021	LARTCS VHF & LB PRG REMOTE	16046U Portal Ridge Rd.	Lake Hughes	93532
A069F1CV03022	LARTCS VHF & LB RHT REMOTE	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
A069F1CV03023	LARTCS VHF & LB SPN REMOTE	24574 W Saddle Peak Rd.	Malibu	91302
A069F1CV03024	LARTCS VHF & LB TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV03025	LARTCS VHF & LB WTR REMOTE	33507U Whitaker Ridge Road	Castaic	91384
A069F1CV03026	LARTCS VHF & LB LACF072 REMOTE	1832 Decker Cyn Rd.	Malibu	90265
A069F1CV03027	LARTCS VHF & LB ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV03028	LARTCS VHF & LB BMT REMOTE	46811 Ridge Route Rd.	Gorman	93243

### 5.3 ACVRS Subsystem - Site ID and Address Table

The table outlines the sites that comprise the unique ACVRS Site Names and addresses. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of Site IDs.

SITE ID	SITE Name	Site Address	City	Zip Code
A069F1CV04001	LA-RICS SYSTEM CW FCCF PRIME	1320 N Eastern Ave	Los Angeles	90063
A069F1CV04002	LA-RICS SYSTEM CW AGH REMOTE	29650 Kimberly Drive	Agoura Hills	91301
A069F1CV04003	LA-RICS SYSTEM CW BJM REMOTE	Mt. Black Jack	Avalon	90704
A069F1CV04004	LA-RICS SYSTEM CW BKK RECEIVER	2220 South Azusa Ave	West Covina	91792
A069F1CV04005	LA-RICS SYSTEM CW TPK REMOTE	Tejon Mountain Rd.	Lebec	93243
A069F1CV04006	LA-RICS SYSTEM CW BUR1 REMOTE	22554U Pine Canyon Rd.	Lake Hughes	93532
A069F1CV04007	LA-RICS SYSTEM CW CCT RECEIVER	210 W. Temple St.	Los Angeles	90012
A069F1CV04008	LA-RICS SYSTEM CW CPK REMOTE	928 Latigo Canyon Road	Malibu	90265

# ATTACHMENT A

A069F1CV04009	LA-RICS SYSTEM CW DPK REMOTE	Divide Rd.	Avalon	90704
A069F1CV04010	LA-RICS SYSTEM CW DPW38 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591
A069F1CV04012	LA-RICS SYSTEM CW FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV04013	LA-RICS SYSTEM CW GRM REMOTE	900 N Temescal Canyon Fire Rd.	Los Angeles	90272
A069F1CV04014	LA-RICS SYSTEM CW HPK REMOTE	7 Hauser Mtn Rd.	Palmdale	93510
A069F1CV04015	LA-RICS SYSTEM CW JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV04017	LA-RICS SYSTEM CW LACFDEL REMOTE	28101 Chiquito Canyon Rd.	Castaic	28101
A069F1CV04018	LA-RICS SYSTEM CW MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV04019	LA-RICS SYSTEM CW MMC REMOTE	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1CV04020	LA-RICS SYSTEM CW MML REMOTE	Magic Mountain Link	Santa Clarita	91387
A069F1CV04021	LA-RICS SYSTEM CW MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV04022	LA-RICS SYSTEM CW ONK REMOTE	26814U Oat Mountain Motorway	Chatsworth	91381
A069F1CV04023	LA-RICS SYSTEM CW PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV04024	LA-RICS SYSTEM CW PRG REMOTE	16046U Portal Ridge Rd.	Lake Hughes	93532
A069F1CV04025	LA-RICS SYSTEM CW RIH REMOTE	2970U Workman Mill Rd.	Whittier	90601
A069F1CV04026	LA-RICS SYSTEM CW SDW RECEIVER	308 Via Blanca	San Dimas	91773
A069F1CV04028	LA-RICS SYSTEM CW TOP REMOTE	23501 Saddle Peak Rd.	Topanga	90290
A069F1CV04029	LA-RICS SYSTEM CW ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV04030	LA-RICS SYSTEM CW TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV04031	LA-RICS SYSTEM CW VPK REMOTE	8010 Verdugo Mountain Way	Glendale	91352
A069F1CV04032	LA-RICS SYSTEM CW WTR REMOTE	33507U Whitaker Ridge Road	Castaic	91384
A069F1CV05001	LA-RICS SYSTEM TRO5 RHT PRIME	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
A069F1CV05002	LA-RICS SYSTEM TRO5 RHT REMOTE	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
A069F1CV05003	LA-RICS SYSTEM TRO5 CCB REMOTE	200 W. Compton Blvd.	Compton	90220
A069F1CV05004	LA-RICS SYSTEM TRO5 CPK REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV05005	LA-RICS SYSTEM TRO5 DPK REMOTE	Divide Rd.	Avalon	90704
A069F1CV05006	LA-RICS SYSTEM TRO5 MVS REMOTE	11515 Colima Rd.	Whittier	90604
A069F1CV05007	LA-RICS SYSTEM TRO5 PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV05009	LA-RICS SYSTEM TRO5 RIH REMOTE	2970U Workman Mill Rd.	Whittier	90601
A069F1CV05011	LA-RICS SYSTEM TRO5 TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV06001	LA-RICS SYSTEM TRO5CAT DPK PRIME	Divide Rd.	Avalon	90704
A069F1CV06002	LA-RICS SYSTEM TRO5CAT DPK REMOTE	Divide Rd.	Avalon	90704
A069F1CV06003	LA-RICS SYSTEM TRO5CAT BJM REMOTE	Mt. Black Jack	Avalon	90704
A069F1CV06004	LA-RICS SYSTEM TRO5CAT CCB REMOTE	200 W. Compton Blvd.	Compton	90220
A069F1CV06005	LA-RICS SYSTEM TRO5CAT RHT REMOTE	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
A069F1CV06007	LA-RICS SYSTEM TRO5CAT TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV07001	LA-RICS SYSTEM TRO6 FCCF PRIME	1320 N Eastern Ave	Los Angeles	90063
A069F1CV07002	LA-RICS SYSTEM TRO6 AGH REMOTE	29650 Kimberly Drive	Agoura Hills	91301
A069F1CV07003	LA-RICS SYSTEM TRO6 BHS REMOTE	4100 S. La Cienega Ave	Los Angeles	90056
A069F1CV07004	LA-RICS SYSTEM TRO6 CCT RECEIVER	210 W. Temple St.	Los Angeles	90012
A069F1CV07005	LA-RICS SYSTEM TRO6 CPK REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV07006	LA-RICS SYSTEM TRO6 CRN REMOTE	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1CV07008	LA-RICS SYSTEM TRO6 GRM REMOTE	900 N Temescal Canyon Fire Rd.	Los Angeles	90272
A069F1CV07009	LA-RICS SYSTEM TRO6 LACF072 REMOTE	1832 Decker Cyn Rd.	Malibu	90265
A069F1CV07010	LA-RICS SYSTEM TRO6 MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214



# ATTACHMENT A

A069F1CV07011	LA-RICS SYSTEM TRO6 OAT REMOTE	22000 Palo Sola Truck Rd.	Chatsworth	91311
A069F1CV07012	LA-RICS SYSTEM TRO6 TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV07013	LA-RICS SYSTEM TRO6 TOP REMOTE	23501 Saddle Peak Rd.	Topanga	90290
A069F1CV07014	LA-RICS SYSTEM TRO6 VPK REMOTE	8010 Verdugo Mountain Way	Glendale	91352
A069F1CV08001	LA-RICS SYSTEM TRO6R BHS PRIME	4100 S. La Cienaga Ave	Los Angeles	90056
A069F1CV08002	LA-RICS SYSTEM TRO6R BHS REMOTE	4100 S. La Cienaga Ave	Los Angeles	90056
A069F1CV08003	LA-RICS SYSTEM TRO6R AGH REMOTE	928 Latigo Canyon Road	Malibu	90265
A069F1CV08004	LA-RICS SYSTEM TRO6R CCT RECEIVER	210 W. Temple St.	Los Angeles	90012
A069F1CV08006	LA-RICS SYSTEM TRO6R CRN REMOTE	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1CV08007	LA-RICS SYSTEM TRO6R FCCF REMOTE	1320 N Eastern Ave	Los Angeles	90063
A069F1CV08009	LA-RICS SYSTEM TRO6R MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV08010	LA-RICS SYSTEM TRO6R OAT REMOTE	22000 Palo Sola Truck Rd.	Chatsworth	91311
A069F1CV08011	LA-RICS SYSTEM TRO6R TWR REMOTE	Banning House Rd.	Santa Catalina Island	90704
A069F1CV08012	LA-RICS SYSTEM TRO6R TOP REMOTE	23501 Saddle Peak Rd.	Topanga	90290
A069F1CV08013	LA-RICS SYSTEM TRO6R VPK REMOTE	8010 Verdugo Mountain Way	Glendale	91352
A069F1CV09001	LA-RICS SYSTEM TRO8 PHN PRIME	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV09002	LA-RICS SYSTEM TRO8 PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV09003	LA-RICS SYSTEM TRO8 JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV09004	LA-RICS SYSTEM TRO8 FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV09005	LA-RICS SYSTEM TRO8 PMT REMOTE	Pine Mountain Road	Monrovia	91016
A069F1CV09006	LA-RICS SYSTEM TRO8 MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV09007	LA-RICS SYSTEM TRO8 MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV09008	LA-RICS SYSTEM TRO8 INDWT REMOTE	20905 Running Branch Road	Diamond Bar	91765
A069F1CV09009	LA-RICS SYSTEM TRO8 POM REMOTE	400 Civic Center Plaza	Pomona	91766
A069F1CV09010	LA-RICS SYSTEM TRO8 CRN REMOTE	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1CV09011	LA-RICS SYSTEM TRO8 RIH REMOTE	2970U Workman Mill Rd.	Whittier	90601
A069F1CV09012	LA-RICS SYSTEM TRO8 SDW REMOTE	308 Via Blanca	San Dimas	91773
A069F1CV09013	LA-RICS SYSTEM TRO8 ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV10001	LA-RICS SYSTEM TRO8R CRN PRIME	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1CV10002	LA-RICS SYSTEM TRO8R CRN REMOTE	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1CV10003	LA-RICS SYSTEM TRO8R JPK2 REMOTE	Sycamore Flats Motorway	San Dimas	91741
A069F1CV10004	LA-RICS SYSTEM TRO8R FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397
A069F1CV10006	LA-RICS SYSTEM TRO8R MDI REMOTE	14404U Mount Disappointment Rd.	Altadena	91321
A069F1CV10007	LA-RICS SYSTEM TRO8R MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV10008	LA-RICS SYSTEM TRO8R INDWT REMOTE	20905 Running Branch Road	Diamond Bar	91765
A069F1CV10009	LA-RICS SYSTEM TRO8R POM REMOTE	400 Civic Center Plaza	Pomona	91766
A069F1CV10010	LA-RICS SYSTEM TRO8R PHN REMOTE	18794 Vantage Point Dr.	Rowland Heights	91748
A069F1CV10011	LA-RICS SYSTEM TRO8R RIH REMOTE	2970U Workman Mill Rd.	Whittier	90601
A069F1CV10012	LA-RICS SYSTEM TRO8R SDW REMOTE	308 Via Blanca	San Dimas	91773
A069F1CV10013	LA-RICS SYSTEM TRO8R ESR REMOTE	Angeles National Forest	Los Angeles	90711
A069F1CV11001	LA-RICS SYSTEM TRO9 MLM PRIME	44902 60th St W	Lancaster	93536
A069F1CV11002	LA-RICS SYSTEM TRO9 BUR1 REMOTE	22554U Pine Canyon Rd.	Lake Hughes	93532
A069F1CV11003	LA-RICS SYSTEM TRO9 HPK REMOTE	7 Hauser Mtn Rd.	Palmdale	93510
A069F1CV11004	LA-RICS SYSTEM TRO9 GMT REMOTE	Grass Mountain Fire Road	Green Valley	91390
A069F1CV11005	LA-RICS SYSTEM TRO9 FRP REMOTE	Blue Ridge Road 3N06	Wrightwood	92397

LA-RICS  
LA-RICS SYSTEM Maintenance Support Plan

June 6, 2024  
Use or disclosure of this proposal is subject  
to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

**AGENDA ITEM I - ENCLOSURE 2** 48



A069F1CV11006	LA-RICS SYSTEM TRO9 LPC REMOTE	16482U Santa Clara Truck Trail	Santa Clarita	91321
A069F1CV11007	LA-RICS SYSTEM TRO9 MML REMOTE	Magic Mountain Link	Santa Clarita	91387
A069F1CV11008	LA-RICS SYSTEM TRO9 MMC REMOTE	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1CV11009	LA-RICS SYSTEM TRO9 MTL2 REMOTE	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1CV11010	LA-RICS SYSTEM TRO9 ONK REMOTE	26814U Oat Mountain Motorway	Chatsworth	91381
A069F1CV11011	LA-RICS SYSTEM TRO9 PRG REMOTE	16046U Portal Ridge Rd.	Lake Hughes	93532
A069F1CV11012	LA-RICS SYSTEM TRO9 TPK REMOTE	Tejon Mountain Rd.	Lebec	93243
A069F1CV11014	LA-RICS SYSTEM TRO9 WTR REMOTE	33507U Whitaker Ridge Road	Castaic	91384
A069F1CV11015	LA-RICS SYSTEM TRO9 DPW38 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591
A069F1CV11016	LA-RICS SYSTEM TRO9 LDWP243 REMOTE	39750 163rd Street E. Lake	Los Angeles	93591

## 5.5 LA-RICS Backhaul System: MW & MPLS Site ID and Address Table

The table outlines the sites that comprise the unique LA-RICS MW & MPLS Site Names and addresses. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of Site IDs.

SITE ID/ALARM	SITE CODE	SITE NAME	ADDRESS	CITY	ZIP
A069F1M1 (MW)	AGH	Agoura Hills	29650 Kimberly Drive	Agoura Hills	91301
A069F1M1 (MPLS)	AGH	Agoura Hills	29650 Kimberly Drive	Agoura Hills	91301
A069F1M2 (MW)	APC	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045
A069F1M2 (MPLS)	APC	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045
A069F1M3 (MW)	BHS	Baldwin Hills	4100 S. La Cienega Ave	Los Angeles	90056
A069F1M3 (MPLS)	BHS	Baldwin Hills	4100 S. La Cienega Ave	Los Angeles	90056
A069F1M4 (MW)	BJM	Black Jack Mountain	3124 U Orizaba Rd	Avalon	90704
A069F1M4 (MPLS)	BJM	Black Jack Mountain	3124 U Orizaba Rd	Avalon	90704
A069F1M5 (MW)	BKK	BKK Landfill	2220 South Azusa Ave	West Covina	91792
A069F1M5 (MPLS)	BKK	BKK Landfill	2220 South Azusa Ave	West Covina	91792
A069F1M7 (MW)	BUR1	Burnt Peak 1	22554 U Pine Canyon Rd.	Lake Hughes	93532
A069F1M7 (MPLS)	BUR1	Burnt Peak 1	22554 U Pine Canyon Rd.	Lake Hughes	93532
A069F1M8 (MW)	CCB	Compton Court Building	200 W. Compton Blvd.	Compton	90220
A069F1M8 (MPLS)	CCB	Compton Court Building	200 W. Compton Blvd.	Compton	90220
A069F1M9 (MW)	CCT	Criminal Court Building	210 W. Temple St.	Los Angeles	90012
A069F1M9 (MPLS)	CCT	Criminal Court Building	210 W. Temple St.	Los Angeles	90012
A069F1M10 (MW)	CLM	Claremont	1616 Monte Vista	Claremont	91711
A069F1M10 (MPLS)	CLM	Claremont	1616 Monte Vista	Claremont	91711
A069F1M11 (MW)	CPK	Castro Peak	928 Latigo Canyon Road	Malibu	90265
A069F1M11 (MPLS)	CPK	Castro Peak	928 Latigo Canyon Road	Malibu	90265
A069F1M12 (MW)	CRN	Cerro Negro	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1M12 (MPLS)	CRN	Cerro Negro	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
A069F1M63 (MW)	CTYWLK	City Walk	1000 Universal Studios Bl. Bldg 4505/N4	Universal City	91608
A069F1M63 (MPLS)	CTYWLK	City Walk	1000 Universal Studios Bl. Bldg 4505/N4	Universal City	91608
A069F1M13 (MW)	DPK	Dakin Peak	177 U Divide Rd.	Avalon	90704
A069F1M13 (MPLS)	DPK	Dakin Peak	177 U Divide Rd.	Avalon	90704
A069F1M14 (MW)	DPW38	DPW - Pump Station 38	39750 163rd Street E. Lake	Los Angeles	93591
A069F1M14 (MPLS)	DPW38	DPW - Pump Station 38	39750 163rd Street E. Lake	Los Angeles	93591
A069F1M54 (MW)	ESR	East Sunset Ridge	Angeles National Forest	Los Angeles	90711
A069F1M54 (MPLS)	ESR	East Sunset Ridge	Angeles National Forest	Los Angeles	90711
A069F1M15 (MW)	FCCF	Fire Command and Control Fac.	1320 N. Eastern Ave.	Los Angeles	90063
A069F1M15 (MPLS)	FCCF	Fire Command and Control Fac.	1320 N. Eastern Ave.	Los Angeles	90063



# ATTACHMENT A

SITE ID/ALARM	SITE CODE	SITE NAME	ADDRESS	CITY	ZIP
A069F1M16 (MW)	FRP	Frost Peak	Blue Ridge Road 3N06	Wrightwood	92397
A069F1M16 (MPLS)	FRP	Frost Peak	Blue Ridge Road 3N06	Wrightwood	92397
A069F1M17 (MW)	GMT	Grass Mountain	Grass Mountain Fire Road	Green Valley	91390
A069F1M17 (MPLS)	GMT	Grass Mountain	Grass Mountain Fire Road	Green Valley	91390
A069F1M18_(MW)	GRM	Green Mountain	900 N Temescal Canyon Fire Rd.	Los Angeles	90272
A069F1M18_(MPLS)	GRM	Green Mountain	900 N Temescal Canyon Fire Rd.	Los Angeles	90272
A069F1M19 (MW)	HPK	Hauser Peak	7 Hauser Mtn Rd.	Palmdale	93510
A069F1M19 (MPLS)	HPK	Hauser Peak	7 Hauser Mtn Rd.	Palmdale	93510
A069F1M20 (MW)	INDWT	Industry Hills Water Tank	20905 Running Branch Road	Diamond Bar	91765
A069F1M20 (MPLS)	INDWT	Industry Hill Water Tank	20905 Running Branch Road	Diamond Bar	91765
A069FM22 (MW)	JPK2	Johnstone Peak 2	Sycamore Flats Motorway	San Dimas	91741
A069F1M22 (MPLS)	JPK2	Johnstone Peak 2	Sycamore Flats Motorway	San Dimas	91741
A069F1M23 (MW)	LACF072	LA County Fire Station 72	1832 Decker Cyn Rd.	Malibu	90265
A069F1M23_(MPLS)	LACF072	LA County Fire Station 72	1832 Decker Cyn Rd.	Malibu	90265
A069F1M24_(MW)	LACFDEL	LA County Fire Station Del Valle	28101 Chiquito Canyon Rd.	Castaic	98101
A069F1M24_(MPLS)	LACFDEL	LA County Fire Station Del Valle	28101 Chiquito Canyon Rd.	Castaic	98101
A069F1M28 (MW)	LDWP243	LA DWP Station 243	16310 Silver Oaks Drive	Sylmar	91342
A069F1M28 (MPLS)	LDWP243	LA DWP Station 243	16310 Silver Oaks Drive	Sylmar	91342
A069F1M25 (MW)	LAN	Lancaster Sheriff Station	501 W. Lancaster Blvd.	Lancaster	93534
A069F1M25 (MPLS)	LAN	Lancaster Sheriff Station	501 W. Lancaster Blvd.	Lancaster	93534
A069F1M26 (MW)	LARICSHQ	LARICS Headquarters	2525 Corporate Place	Monterey Park	91754
A069F1M26_(MPLS)	LARICSHQ	LARICS Headquarters	2525 Corporate Place	Monterey Park	91754
A069F1M27 (MW)	LASDTEM	-Temple Sheriff Station	8838 Las Tunas Dr.	Temple City	91780
A069F1M27_(MPLS)	LASDTEM	-Temple Sheriff Station	8838 Las Tunas Dr.	Temple City	91780
A069F1M30_(MW)	LPC	Loop Canyon	16482U Santa Clara Truck Trail	Santa Clarita	91321
A069F1M30_(MPLS)	LPC	Loop Canyon	16482U Santa Clara Truck Trail	Santa Clarita	91321
A069F1M31_(MW)	MDI	Mount Disappointment	14404 U Mount Disappointment Rd.	Altadena	91001
A069F1M31_(MPLS)	MDI	Mount Disappointment	14404 U Mount Disappointment Rd.	Altadena	91001
A069F1M32 (MW)	MIR	Mirador	2000 Glen Oaks Blvd	Pasadena	91105
A069F1M32_(MPLS)	MIR	Mirador	2000 Glen Oaks Blvd	Pasadena	91105
A069F1M33 (MW)	MLM	Mira Loma Detention Ctr	44902 60th St W	Lancaster	93536
A069F1M33 (MPLS)	MLM	Mira Loma Detention Ctr	44902 60th St W	Lancaster	93536
A069F1M34_(MW)	MMC	Mount McDill	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1M34_(MPLS)	MMC	Mount McDill	Sierra Pelona West Mountain Way	Palmdale	91390
A069F1M35 (MW)	MML	Magic Mountain Link	Magic Mountain Link	Santa Clarita	91387
A069F1M35 (MPLS)	MML	Magic Mountain Link	Magic Mountain Link	Santa Clarita	91387
A069F1M36 (MW)	MTL2	Mount Lukens2	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1M36_(MPLS)	MTL2	Mount Lukens2	5150 Mount Lukens Truck Trail	Los Angeles	91214
A069F1M37 (MW)	MVS	Monte Vista (Star Center)	11515 Colima Rd.	Whittier	90604
A069F1M37 (MPLS)	MVS	Monte Vista (Star Center)	11515 Colima Rd.	Whittier	90604
A069F1M38 (MW)	OAT	Oat Mountain	22000 Palo Sola Truck Rd.	Chatsworth	91311
A069F1M38 (MPLS)	OAT	Oat Mountain	22000 Palo Sola Truck Rd.	Chatsworth	91311
A069F1M40_(MW)	ONK	Oat Mountain Nike	26814 U Oat Mountain Motorway	Chatsworth	91381
A069F1M40_(MPLS)	ONK	Oat Mountain Nike	26814 U Oat Mountain Motorway	Chatsworth	91381
A069F1M41 (MW)	PHN	Puente Hills	18794 Vantage Point Dr.	Rowland Hts	91748
A069F1M41_(MPLS)	PHN	Puente Hills	18794 Vantage Point Dr.	Rowland Hts	91748
A069F1M42 (MW)	PLM	Palmdale Sheriff Station	750 East Avenue Q	Palmdale	93550
A069F1M42_(MPLS)	PLM	Palmdale Sheriff Station	750 East Avenue Q	Palmdale	93550
A069F1M43 (MW)	PMT	Pine Mountain	Pine Mountain Road	Monrovia	91016
A069F1M43_(MPLS)	PMT	Pine Mountain	Pine Mountain Road	Monrovia	91016
A069F1M44 (MW)	POM	Pomona Courthouse	Pine Mountain Road	Monrovia	91016
A069F1M44_(MPLS)	POM	Pomona Courthouse	Pine Mountain Road	Monrovia	91016
A069F1M45 (MW)	PRG	Portal Ridge	16046U Portal Ridge Rd.	Lake Hughes	93532
A069F1M45_(MPLS)	PRG	Portal Ridge	16046U Portal Ridge Rd.	Lake Hughes	93532
A069F1M46_(MW)	RHT	Rolling Hills Transmit	5741 W Crestridge Rd.	Rancho Palos Verdes	90275



# ATTACHMENT A

SITE ID/ALARM	SITE CODE	SITE NAME	ADDRESS	CITY	ZIP
A069F1M46_(MPLS)	RHT	Rolling Hills Transmit	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
A069F1M47_(MW)	RIH	Rio Hondo	2970U Workman Mill Rd.	Whittier	90601
A069F1M47_(MPLS)	RIH	Rio Hondo	2970U Workman Mill Rd.	Whittier	90601
A069F1M48_(MW)	RPVT	Rancho Palos Verdes – GC	7000 Los Verdes Dr. (Los Verdes GC)	Rancho Palos Verdes	90275
A069F1M48_(MPLS)	RPVT	Rancho Palos Verdes - GC	7000 Los Verdes Dr. (Los Verdes GC)	Rancho Palos Verdes	90275
A069F1M49_(MW)	SCC	Sheriff Communications Center	1277 N Eastern Ave	Los Angeles	90063
A069F1M49_(MPLS)	SCC	Sheriff Communications Center	1277 N Eastern Ave	Los Angeles	90063
A069F1M50_(MW)	SDW	San Dimas Water Tank	308 Via Blanca	San Dimas	91773
A069F1M50_(MPLS)	SDW	San Dimas Water Tank	308 Via Blanca	San Dimas	91773
A069F1M51_(MW)	SGH	Signal Hill	2321 Stanley Ave.	Signal Hill	90755
A069F1M51_(MPLS)	SGH	Signal Hill	2321 Stanley Ave.	Signal Hill	90755
A069F1M52_(MW)	SPH	San Pedro Hill	3860 E Crest Rd.	Rancho Palos Verdes	90275
A069F1M52_(MPLS)	SPH	San Pedro Hill	3860 E Crest Rd.	Rancho Palos Verdes	90275
A069F1M53_(MW)	SPN/MCI	Saddle Peak	24574 W Saddle Peak Rd.	Malibu	91302
A069F1M53_(MPLS)	SPN/MCI	Saddle Peak	24574 W Saddle Peak Rd.	Malibu	91302
A069F1M55_(MW)	TOP	Topanga Peak	23501 Saddle Peak Rd.	Topanga	90290
A069F1M55_(MPLS)	TOP	Topanga Peak	23501 Saddle Peak Rd.	Topanga	90290
A069F1M56_(MW)	TPK	Tejon Peak	Tejon Mountain Rd.	Lebec	93243
A069F1M56_(MPLS)	TPK	Tejon Peak	Tejon Mountain Rd.	Lebec	93243
A069F1M57_(MW)	TWR	Tower Peak	10007 U Banning House Rd.	Avalon	90704
A069F1M57_(MPLS)	TWR	Tower Peak	10007 U Banning House Rd.	Avalon	90704
A069F1M58_(MW)	UCLA	UCLA (Factor Building)	700 Tiverton Ave.	Los Angeles	91773
A069F1M58_(MPLS)	UCLA	UCLA (Factor Building)	700 Tiverton Ave.	Los Angeles	91773
A069F1M59_(MW)	UNIV	Universal Studios	10 Universal City Pl.	Studio City	91608
A069F1M59_(MPLS)	UNIV	Universal Studios	10 Universal City Pl.	Studio City	91608
A069F1M60_(MW)	VPK	Verdugo Peak	8010 Verdugo Mountain Way	Glendale	91352
A069F1M60_(MPLS)	VPK	Verdugo Peak	8010 Verdugo Mountain Way	Glendale	91352
A069F1M61_(MW)	WMP	Whitaker Middle Peak	Whitaker Peak Rd (6N53)	Castaic	91384
A069F1M61_(MPLS)	WMP	Whitaker Middle Peak	Whitaker Peak Rd (6N53)	Castaic	91384
A069F1M62_(MW)	WTR	Whitaker Ridge	33507U Whitaker Ridge Road	Castaic	91384
A069F1M62_(MPLS)	WTR	Whitaker Ridge	33507U Whitaker Ridge Road	Castaic	91384



**5.6 LA-RICS TMON SYSTEM:**

**TMON Site ID and Address Table**

The table outlines the sites that comprise the NMDN-1, DTVRS, Core, DSR, and Dispatch Sites with Common Platform T/Mon monitored Site Support Equipment and Systems. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of Site IDs.

SITE ID	SITE CODE	ALARM TYPE	SITE NAME	ADDRESS	CITY	ZIP
MOS069F12904	AGH	AGH TMON	Agoura Hills	29650 Kimberly Drive	Agoura Hills	91301
MOS069F12605	APC	APC TMON	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045
MOS069F12102	BHS	BHS TMON	Baldwin Hills	4100 S. La Cienega Ave	Los Angeles	90056
MOS069F12802	BJM	BJM TMON	Black Jack Mountain	3124 U Orizaba Rd	Avalon	90704
MOS069F12206	BKK	BKK TMON	BKK Landfill	2220 South Azusa Ave	West Covina	91792
MOS069F130	BUR1	BUR1 TMON	Burnt Peak 1	22554U Pine Canyon Rd.	Lake Hughes	93532
MOS069F12602	CCB	CCB TMON	Compton Court Building	200 W. Compton Blvd.	Compton	90220
MOS069F12103	CCT	CCT TMON	Criminal Court Building	210 W. Temple St.	Los Angeles	90012
MOS069F1100	CLM	CLM TMON	Claremont	1616 Monte Vista	Claremont	91711
MOS069F12907	CPK	CPK TMON	Castro Peak	928 Latigo Canyon Road	Malibu	90265
MOS069F119	CRN	CRN TMON	Cerro Negro	1528 Sugar Loaf Dr.	La Canada Flintridge	91011
MOS069F12104	CTYWLK	CTYWLK TMON	City Walk	1000 Universal Studios Bl. Bldg 4505	Universal City	91608
MOS069F12801	DPK	DPK TMON	Dakin Peak	177 U Divide Rd.	Avalon	90704
MOS069F131	DPW38	DPW38 TMON	DPW - Pump Station 38	39750 163rd Street E. Lake	Los Angeles	93591
MOS069F12205	ESR	ESR TMON	East Sunset Ridge	Angeles National Forest	Los Angeles	90711
MOS069F151	FCCF	FCCF TMON	Fire Command & Control Fac	1320 N. Eastern Ave.	Los Angeles	90063
MOS069F132	FRP	FRP TMON	Frost Peak	Blue Ridge Road 3N06	Wrightwood	92397
MOS069F12704	GMT	GMT TMON	Grass Mountain	Grass Mountain Fire Road	Grass Valley	91390
MOS069F12902	GRM	GRM TMON	Green Mountain	900 N Temescal Canyon Fire Road	Los Angeles	90272
MOS069F12001	HPK	HPK TMON	Hauser Peak	7 Hauser Mtn Rd.	Palmdale	93510
MOS069F12208	INDWT	INDWT TMON	Industry Hills Water Tank	20905 Running Branch Road	Diamond Bar	91765
MOS069F164	JPK2	JPK2 TMON	Johnstone Peak 2	Sycamore Flats Motorway	San Dimas	91741
MOS069F12903	LACF072	LACF072 TMON	LA County Fire Station 72	1832 Decker Canyon Road	Malibu	90265
MOS069F12501	LACFDEL	LACFDEL TMON	LA County Fire Sta Del Valle	28101 Chiquito Canyon Road	Castaic	98201
MOS069F12502	LDWP243	LDWP243 TMON	LA DWP Station 243	16310 Silver Oaks Drive	Sylmar	91342
MOS069F1101	LAN	LAN TMON	Lancaster Sheriff Station	501 W. Lancaster Blvd.	Lancaster	93534
MOS069F1D4	LARICSHQ	LARICSHQ TMON	LARICS Headquarters	2525 Corporate Place	Monterey Park	91754
MOS069F12207	LASDTEM	LASDTEM TMON	Temple Sheriff Station	8838 Las Tunas Dr.	Temple City	91780
MOS069F12503	LPC	LPC TMON	Loop Canyon	16482U Santa Clara Truck Trail	Santa Clarita	91321
MOS069F11902	MDI	MDI TMON	Mount Disappointment	14404 U Mount Disappointment Rd.	Altadena	91001
MOS069F14902	MIR	MIR TMON	Mirador	2000 Glen Oaks Blvd	Pasadena	91105
MOS069F12701	MLM	MLM TMON	Mira Loma Detention Ctr	44902 60th St W	Lancaster	93536
MOS069F15002	MMC	MMC TMON	Mount McDill	Sierra Pelona West Mountain Way	Palmdale	91390
MOS069F135	MML	MML TMON	Magic Mountain Link	Magic Mountain Link	Santa Clarita	91387
MOS069F11904	MTL2	MTL2 TMON	Mount Lukens2	5150 Mount Lukens Truck Trail	Los Angeles	91214

MOS069F15206	MVS	MVS TMON	Monte Vista Star Center	11515 Colima Road	Whittier	90604
MOS069F12504	OAT	OAT TMON	Oat Mountain	22000 Palo Sola Truck Trail	Chatsworth	91311
MOS069F12505	ONK	ONK TMON	Oat Mountain Nike	26814 U Oat Mountain Motorway	Chatsworth	91381
MOS069F15202	PHN	PHN TMON	Puente Hills	18794 Vantage Point Drive	Roland Heights	91748
MOS069F12703	PLM	PLM TMON	Palmdale Sheriff Station	750 East Avenue Q	Palmdale	93550
MOS069F166	PMT	PMT TMON	Pine Mountain	Pine Mountain Road	Monrovia	91016
MOS069F12203	POM	POM TMON	Pomona Courthouse	400 Civic Center Plaza	Pomona	91766
MOS069F12702	PRG	PRG TMON	Portal Ridge	16046U Portal Ridge Rd.	Lake Hughes	93532
MOS069F15201	RIH	RIH TM	Rio Hondo	2970U Workman Mill Road	Whittier	90601
MOS069F12601	RHT	RHT TMON	Rolling Hills Transmit	5741 W Crestridge Rd.	Rancho Palos Verdes	90275
MOS069F12606	RPVT	RPVT TMON	Rancho Palos Verdes - GC	7000 Los Verdes Dr. (Los Verdes	Rancho Palos Verdes	90275
MOS069F15204	SDW	SDW TMON	San Dimas Water Tank	308 Via Blanca	San Dimas	91773
MOS069F15604	SGH	SGH TMON	Signal Hill	2321 Stanley Ave.	Signal Hill	90755
MOS069F1D3	SCC	SCC TMON	Sheriff Communications Ctr	1277 N Eastern Ave	Los Angeles	90063
MOS069F12901	TOP	TOP TMON	Topanga Peak	23501 Saddle Peak Rd.	Topanga	90290
MOS069F12302	TPK	TPK TMON	Tejon Peak	Tejon Mountain Rd.	Lebec	93243
MOS069F12803	TWR	TWR TMON	Tower Peak	10007 U Banning House Rd.	Avalon	90704
MOS069F12105	UCLA	UCLA TMON	UCLA (Factor Building)	700 Tiverton Ave.	Los Angeles	91773
MOS069F1590	UNIV	UNIV TMON	Universal Studios	10 Universal City Place	Studio City	91608
MOS069F11905	VPK	VPK TMON	Verdugo Peak	8010 Verdugo Mountain Way	Glendale	91352
MOS069F12402	WMP	WMP TMON	Whitaker Middle Peak	Whitaker Peak Rd (6N53)	Castaic	91384
MOS069F12401	WTR	WTR TMON	Whitaker Ridge	33507U Whitaker Ridge Road	Castaic	91384

## 5.7 RadioMobile RF System Site ID and Address Table

The table outlines the sites that comprise the NMDN-1 14 RF Site ID's and (1) Master Site address (sites will also have unique Common Platform Microwave and MPLS Sites ID's detailed in the associated tables below.

SITE ID	SITE CODE	SITE NAME	SITE ADDRESS
A069F12802_(NMDN)	BJM	Black Jack Mountain	Mount Black Jack, Avalon 90704
A069F130_(NMDN)	BUR1	Burnt Peak 1	22554 U Pine Canyon Rd., Lake Hughes 93532
A069F12907_(NMDN)	CPK	Castro Peak	928 Latigo Canyon Road Malibu 90063
A069F12101_(NMDN)	FCCF (1)	Fire Command and Control Fac.	1320 N. Eastern Ave., Los Angeles 90063
A069F132_(NMDN)	FRP	Frost Peak	Blue Ridge Road 3N06 Wrightwood 92397
A069F12902_(NMDN)	GRM	Green Mountain	900 Temescal Canyon Fire Rd. Los Angeles 90272
A069F12001_(NMDN)	HPK	Hauser Peak	7 Hauser Mtn Rd., Palmdale 93510
A069F134_(NMDN)	JPK2	Johnstone Peak 2	Sycamore Flats Motorway, San Dimas 91741
A069F11902_(NMDN)	MDI	Mount Disappointment	14404 U Mount Disappointment, Altadena 91101
A069F12002_(NMDN)	MMC	Mount McDill	Sierra Pelona West Mountain Way, Palmdale 91390
A069F135_(NMDN)	MML	Magic Mountain Link	Magic Mountain Link, Santa Clarita 91387
A069F12505_(NMDN)	ONK	Oat Mountain Nike	26814 U Oat Mountain Motorway, Chatsworth 91311
A069F113_(NMDN)	RHT	Rolling Hills Transmit	5741 W Crestridge Rd., Rancho Palos Verdes 90275
A069F12302_(NMDN)	TPK	Tejon Peak	Tejon Mountain Rd., Lebec 93243
A069F12401_(NMDN)	WTR	Whitaker Ridge	33507U Whitaker Ridge Rd., Castaic 91384



A069F12904_NMDN	AGH	Agoura Hills	29650 Kimberly Drive, Agoura Hills 91301
A069F12801_NMDN	DPK	Dakin Peak	177U Divide Rd, Avalon 90704
A069F12205_NMDN	ESR	East Sunset Ridge	Angeles National Forest, Los Angeles 90711
A069F12101_NMDN	FCCF	Fire Command and Control	1320 N Eastern Ave, Los Angeles 90063
A069F12704_NMDN	GRM	Grass Mountain	Grass Mountain Fire Road, Green Valley 91390
A069F12903_NMDN	LACF072	LA Co Fire Station 72	1832 Decker Cyn Rd, Malibu 90265
A069F11904_NMDN	MTL2	Mount Lukens 2	5150 Mount Lukens Truck Trail, Los Angeles 91214
A069F12202_NMDN	PHN	Puente Hills	18794 Vantage Point Dr, Rowland Heights 91748
A069F12906_NMDN	SPN(MCI)	Saddle Peak	24574 W Saddle Peak Rd, Malibu 91302

## 6. Systems and Equipment Covered Under the LA-RICS LMR SYSTEM Maintenance Plan

The table outlines a high-level view of equipment covered by the LA-RICS LMR SYSTEM Maintenance Plan.

DTVRS Core (Master Site-FCCF) and DSR Redundant Masters Site (PLM) Site	DTVRS Prime, Simulcast, and ASR Remote Site Equipment (UHF and 700/800MHz Systems)	Dispatch Site Equipment	Common Platform Site Equipment
Servers & Back up Servers	GTR8000 Remote Site Base and Repeaters Stations	MCC7500 Operator Positions	NEC/Nokia Microwave Network
Controllers	Advanced Power Monitors (APM) and RF Distribution Systems (RFDS)	Voice Processing Module (VPM)	Nokia MPLS Network & Service Aware Managers (SAM)
Network Time Protocol (NTP) TRAK	Tower Top Amps (TTA)	MCC PC's	DPS VOIP Orderwire
Genesis Servers and Workstations		Aux I/O	DPS T/MON
Core LAN Switch and Routers	Site Controllers (Prime and Simulcast)	CCGW	NetGuardian NG480
Packet Data Gateway (PDG)	Site Routers and Firewalls and LAN Switches	Site Gateway Routers	HVAC and EVS Systems Note (1)
Radio Network Gateway (RNG)	Site Gateway Routers	Site LAN Switches	DC Power Plants Note (1)
Zone Database Server (ZDS)	Network Time Protocol (NTP) TRAK	NM Clients	DC Battery Plants Note (1)
Gateway & Terminal Routers	Comparators	AIS Servers	Generators Note (1)
Firewalls & Manager Servers	Antennas		Automatic Transfer Switches Note (1)
Air Traffic Router (ATR)	Transmission Lines		TVSS/Surge Suppression Note (1)

DTVRS Core (Master Site-FCCF) and DSR Redundant Masters Site (PLM) Site	DTVRS Prime, Simulcast, and ASR Remote Site Equipment (UHF and 700/800MHz Systems)	Dispatch Site Equipment	Common Platform Site Equipment
UNC and UCS Managers			Omntec Fuel Tank Monitors
Unified Event Manager (UEM)			Fuel Tanks & Equipment Note (2)
Zone Statistical Server (ZSS)			Fire Suppression Systems (1)
ISSI Server			Shelters and Shelter Equip.
Network Manager Servers			Site Compounds
Network Manager Clients			Towers/Antennas Structures
Core Backhaul Switches			Tower Beacons (Five Sites)(3)
AIS Servers			
MCC7500 VPM for Logger			
NICE IP Logging Recorders Note			
NICE Logging Servers Note			
NICE Inform Servers Note			

Fuel Tank refueling is not in the scope of the Maintenance plan, nor any subsequent Maintenance obligations.

**Note (3)** For the fifth Tower Beacon site (LADWP243) it will be monitored only and LA-RICS notified of any alarms. The LADWP243 beacon and related controller equipment are pre-existing and not part of the LMR Contract, any maintenance or repairs are the responsibility of LA-RICS.

NMDN Master Site Equipment FCCF Site		NMDN RF Site Equipment		Common Platform Site Equipment	
A.1.1	RadioMobile IQ Mobile Server	A.1.2	RadioMobile Base Station Controllers	A.1.3	NEC Microwave Network
A.1.4	RadioMobile IQ Web Monitor Web Server	A.1.5	RadioMobile / Tait Base Stations /Repeaters	A.1.6	Nokia MPLS Network
Motorola Network Management (UEM)		Advanced Power Monitors		DPS VOIP Orderwire	
Nokia Service Aware Managers (SAM)				DPS NetGuardian 480	
DPS T/MON				HVAC and EVS Systems	
				DC Power Plants	
				DC Battery Plants	
				Generators (1)	
				Automatic Transfer Switches	
				TVSS/Surge Suppression	
				Omntec Fuel Tank Monitors	

NMDN Master Site Equipment FCCF Site	NMDN RF Site Equipment	Common Platform Site Equipment
		Fuel Tanks & Equipment (1) (2)
		Fire Suppression Systems
		Shelters and Shelter Equip.
		Site Compounds
		Towers/Antennas Structures
		Tower Lighting (4-Sites)

## F. NETWORK MONITORING: LA-RICS SYSTEM MONITORED ELEMENTS

The table outlines a high-level view of the Monitored Element specific to the LA-RICS SYSTEM Sites

MONITORED ELEMENTS
APM
CCGW
Channels
Comparators
Control Stations
Firewalls
Frequency Standards
Gateway Routers
GTR / GPW Base / Repeaters and Receivers
LAN Switches and Routers
Network Devices
Master and Prime Site Controllers
RFDS, Antennas and Transmission Lines
Servers and Client Stations

### NEC Microwave Monitored Elements

**Alarm Overview/Definitions from iPASOLINK650 Service Manual:**

**Critical (CR) :**

The Critical severity level indicates that a service affecting condition has occurred and an immediate corrective action is required. Such a severity can be reported, for example, when a managed object becomes totally out of service and its capability must be restored.

**Major (MJ) :**

The Major severity level indicates that a service affecting condition has developed and an urgent corrective action is required. Such a severity can be reported, for



example, when there is a severe degradation in the capability of the managed object and its full capability must be restored.

**Minor (MN) :**

The Minor severity level indicates the existence of a non-service affecting fault condition and that corrective action should be taken in order to prevent a more serious (for example, service affecting) fault. Such a severity can be reported, for example, when the detected alarm condition is not currently degrading the capacity of the managed object.

**Warning (WR) :**

The Warning severity level indicates the detection of a potential or impending service affecting fault, before any significant effects have been felt. Action should be taken to further diagnose (if necessary) and correct the problem in order to prevent it from becoming a more serious service affecting fault.

These tables outline the NEC Microwave Monitored Elements.

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
<b>EQUIPMENT ALARMS</b>					
1	Temperature too high Card	Critical	39	Database Save Failed Card	Major
2	System Reboot Card	Critical	40	Database Restore Failed Card	Major
3	Fan Failed Card	Critical	41	Inter-card Suspected Card	Major
4	System Reboot Card	Critical	42	Work Fan Failed Card	Major
5	Provisioning Disabled -FileSyst	Critical	43	Cold Restart Required: FPGA Changed Card	Major
6	Card not supported in this slot Card	Critical	44	Circuit Pack Below Baseline Card	Major
7	Provisioning Disabled Hardware Card	Critical	45	Card Unusable Card	Major
8	Upgrade in progress Card	Critical	46	Improper Card Jackin Card	Major
9	Plugin card 1 is missing or removed Card	Critical	47	LAN Port Down Network Interface	Major
10	Plugin card 2 is missing or removed Card	Critical	48	Input Voltage High on PSU Card Card Voltage Monitor	Major
11	Telecombus Allocation conflict Card	Critical	49	Input Voltage Low on PSU Card Card Voltage Monitor	Major
12	External Alarm Occurred External Alarm	Critical	50	Derived Voltage High Card_PSU	Major
13	SFP Mismatch SFP	Critical	51	Derived Voltage Low Card_PSU	Major
14	SFP missing or removed SFP	Critical	52	Input Voltage High on PSU Card Card PSU	Major
15	SFP Auto Provision Mismatch SFP	Critical	53	Input Voltage Low on PSU Card Card PSU	Major
16	SFP Failure SFP	Critical	54	Switched off/No Input Voltage Card PSU	Major
17	SFP Unknown SFP	Critical	55	Routing table near capacity Node	Major
18	Laser Failure Port	Major	56	Database is corrupted/improper Node	Major
19	ALS Triggered - Laser is shutdown Port	Major	57	XPIC Type Mismatch XPIC Group	Major
20	Laser temperature high threshold crossed Port	Major	58	Configuration File Not Found Card	Minor
21	Laser temperature low threshold crossed Port	Major	59	File system almost full Card	Minor
22	Laser supply voltage high threshold crossed Port	Major	60	Software Downloading Card	Minor
23	Laser supply voltage low threshold crossed Port	Major	61	SW version mismatch Card	Minor
24	Laser Bias current lower threshold crossed Port	Major	62	Config out of sync Card	Minor
25	Laser Bias current upper threshold crossed Port	Major	63	Redundant pair communication failure Card	Minor
26	Transmitted Power lower threshold crossed Port	Major	64	Bus Error Card	Minor

# ATTACHMENT A

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
27	Transmitted Power upper threshold crossed Port	Major	65	Config Downloading Card	Minor
28	Received Power lower threshold crossed Port	Major	66	Db prepared statement step failed Card	Minor
29	Received Power upper threshold crossed Port	Major	67	Software Committing Card	Minor
30	Bad checksum on configuration file Card	Major	68	Memory Usage exceeded threshold Card	Minor
31	Bad log file Card	Major	69	Software Download failed Card	Minor
32	Card missing or removed Card	Major	70	Inter Card Communication failure Card	Minor
33	Hardware Failure Card	Major	71	Firmware Version Mismatch / Invalid with Software Version Card	Minor
32	Program Fault, Software Failure Card	Major	72	72 User Authentication Failed Node	Minor
35	EEPROM Failure Card	Major	73	73 NTP Server Unreachable Node	Minor
36	FPGA Load Failure Card	Major	74	74 Factory Defaults Restored Node	Minor
37	Card mismatch Card	Major	75	75 Routing table near capacity Node	Minor
38	Card jacked out Shelf	Major	76	76 Uploading Config Card Warning	Minor

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
	<b>RADIO ALARMS</b>				
1	Cluster Alarm one Cluster_Alarm Critical	Critical	32	High BER Alarm Port_RADIO Major	Major
2	Cluster Alarm two Cluster_Alarm Critical	Critical	33	MOD Alarm Port_RADIO Major	Major
3	Cluster Alarm three Cluster_Alarm Critical	Critical	34	IF Cable Short Port_RADIO Major	Major
4	Cluster Alarm four Cluster_Alarm Critical	Critical	35	XIF Port_RADIO Major	Major
5	RFSW Cable Open Alarm RadioSwitchGroup Major	Major	36	RDI Port_RADIO Major	Major
6	RFSW CNT PS Alarm RadioSwitchGroup Major	Major	37	Maintenance State Auto Clear Port_RADIO major	Major
7	TRP Total Alarm RadioTRP Major	Major	38	LO REF RadioTRP Minor	Minor
8	TRP Alarm RadioTRP Major	Major	39	TRP Fan1 Failed RadioTRP Minor	Minor
9	TRP Type Mismatch RadioTRP Major	Major	40	TRP Fan2 Failed RadioTRP Minor	Minor
10	Tx Power Alarm RadioTRP Major	Major	41	TDM Range Mismatch Port_RADIO Minor	Minor
11	Tx Input Alarm RadioTRP Major	Major	42	AMR Range Mismatch Port_RADIO Minor	Minor
12	Rx Level Alarm RadioTRP Major	Major	43	Clock Fail Alarm Port_RADIO Minor	Minor
13	TRP CPU / Cable Open Alarm RadioTRP Major	Major	44	Low BER Alarm Port_RADIO Minor	Minor
14	TRP Power Supply Alarm RadioTRP Major	Major	45	Early Warning Port_RADIO Minor	Minor
15	SD Alarm RadioTRP Major	Major	46	UAE Port_RADIO Minor	Minor
16	SD Level RadioTRP Major	Major	47	L2 Sync Loss Port_RADIO Minor	Minor
17	SD LO RadioTRP Major	Major	48	RF OFS 15min Port_RADIO Minor	Minor
18	Main Level RadioTRP Major	Major	49	RF BBE 15min Port_RADIO Minor	Minor
19	AES Decrypt Fail Port_RADIO Major	Major	50	RF ES 15min Port_RADIO Minor	Minor
20	AES Mode Mismatch Port_RADIO Major	Major	51	RF SES 15min Port_RADIO Minor	Minor
21	AES PSK State Port_RADIO Major	Major	52	RF SEP 15min Port_RADIO Minor	Minor
22	AES Key Exchange Fail Port_RADIO Major	Major	53	RF UAS 15min Port_RADIO Minor	Minor
23	Unsupported CS Port_RADIO Major	Major	54	TCN RX Level 15min Port_RADIO Minor	Minor
24	MODULE Alarm Port_RADIO Major	Major	55	RF OFS Day Port_RADIO Minor	Minor
25	Unlocked Port_RADIO Major	Major	56	RF BBE Day Port_RADIO Minor	Minor
26	Communication Fail Port_RADIO Major	Major	57	RF ES Day Port_RADIO Minor	Minor
27	RX Bus Error Port_RADIO Major	Major	58	RF SES Day Port_RADIO Minor	Minor



# ATTACHMENT A

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
28	TX Bus Error Port_RADIO Major	Major	59	RF SEP Day Port_RADIO Minor	Minor
29	MODEM PS Alarm Port_RADIO Major	Major	60	RF UAS Day Port_RADIO Minor	Minor
30	LOF Port_RADIO Major	Major	61	TCN RX Level Day Port_RADIO Minor	Minor
31	Frame ID Port_RADIO Major	Major			
SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
	<b>L2 ALARMS</b>			<b>PDH ALARMS</b>	
1	Auto Negotiation Failed Ethernet Port	Critical	1	Loss of Signal Port_PDH	<b>Major</b>
2	Loss of Signal Ethernet Port	Critical	2	Alarm Indication Signal Port_PDH	Major
3	Connectivity Check Failed MEP	Critical	3	Alarm Indication Signal on Port Port_PDH	Major
4	No RPL Owner Configured Ringlet	Critical	4	Alarm Indication Signal Generated on Port Port_PDH	Major
5	Multiple RPLOwners Configured Ringlet	Critical	5	Loss Of Frame on Port Port_PDH	Major
6	Unexpected MAID MEP	Critical	6	Loss Of Terminal Framing Port_PDH	Major
7	Remote Defect Indication MEP	Critical	7	Loss Of MultiFrame Port_PDH	Major
8	CCM Interval Mismatch MEP	Critical	8	Remote Alarm Indication Port_PDH	Major
9	Loop Detected MEP	Critical	9	Lockout Active Port_PDH	Major
10	Unexpected MEPID MEP	Critical	10	Forced Switch Active Port_PDH	Minor
11	Unexpected MDLevel MEP	Critical	11	Manual Switch Active Port_PDH	Minor
12	FDB Limit Reached EVC	Critical	12	Protection Switch Active Port_PDH	Minor
13	Traffic Field Mismatch MEP	Critical	13	PRBS Active on Client Side Port_PDH	Warning
14	Static Unicast Add Entry Failed EVC	Critical	14	PRBS Active on Network Side Port_PDH	Warning
15	LAG members are operating at different speeds LAG Port	Critical	15	Loss of PRBS Synchronization Port_PDH	Warning
16	Total Loss of Capacity on CBG Channel Bonding Group	Critical			
17	CBG Member not Deskewable Ethernet Port	Critical		<b>SSM ALARMS</b>	
18	Loss of Connectivity on CBG member Ethernet Port	Critical	1	System clock in holdover mode TimingManager	
19	RDI on CBG member Ethernet Port	Critical	2	System clock in holdover mode Shelf	Major
20	Group label Mismatch on CBG Member Ethernet Port	Critical	3	System clock in internal mode TimingManager	Major
21	Link Down Data Port- GigE Interface	Major	4	System primary timing reference failed TimingManager	Major
22	Link Integrity on Ethernet Port	Major	5	System secondary timing reference failed TimingManager	Major
23	Forced Down - Link Integrity Ethernet Port	Major	6	Timing reference failed Timing Reference	Major
24	Excessive Error Ratio Ethernet Port	Major	7	Secondary reference out of range Synchronization	Major
25	LAG Capacity Changed LAGPort	Major	8	Primary reference clock PPM out of range Synchronization	Major
26	LAG is in Protect State LAGPort	Major	9	Loss Of Signal BITS	Major
27	LAG Link Down Data Port- GigE Interface	Major	10	Timing Generation Entry to FreeRun Shelf	Major
28	Same numbers of ports are not configured at the other end of the LAG	Major			
29	Signal Degrade Ethernet Port	Minor			
30	Port Mirroring Active Data Port- GigE Interface	Minor			
31	Remote and Local IP Match PacketTrunk	Minor			
32	PacketTrunk OperStatus Down PacketTrunk	Minor			
33	The L2Domain has become root L2Domain	Minor			
34	L2Domain detected a topology change L2Domain	Minor			



# ATTACHMENT A

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
35	L2Domain detected STP FwdState change of a port Data Port	Minor			
36	Partial Loss of Capacity on CBG Channel Bonding Group	Minor			

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
<b>SONET ALARMS</b>					
1	Connection Provisioning Failed CommonConnect	Critical	44	Section / RS DCC Link Failure Network Interface	<b>SEVERITY</b>
2	Loss of Signal OC Port	Critical	45	Line / MS DCC Link Failure Network Interface	Major
3	Loss of Frame OC Port	Critical	46	Far End Protection Line Fail OC Port	Major
4	Out of Frame OC Port	Critical	47	Start of Unavailability Period Channel	Major
5	Alarm Indication Signal OC Port	Critical	48	End of Unavailability Period Channel	Major
6	Remote Defect Indication OC Port	Critical	49	Traffic on circuit is down Circuit	Major
7	APS PDU Not Received Protection Group	Critical	50	VC Sequence Indicator Mismatch Connection	Major
8	Reversion Type Mismatch Protection Group	Critical	51	Loss of Multiframe Alignment Signal Connection	Major
9	Protection Switching Incomplete Protection Group	Critical	52	Loss of Capacity Connection	Major
10	Trace Identifier Mismatch OC Port	Major	53	Start of Unavailability Period Channel	Major
11	Trace Identifier Mismatch STS Port	Major	54	End of Unavailability Period Channel	Major
12	Trace identifier Mismatch VT	Major	55	APS/MSP Mode mismatch failure APS Group	Major
13	BER Threshold exceeded for Signal Failure OC Port	Major	56	APS/MSP Channel mismatch failure APS Group	Minor
14	BER Threshold exceeded for Signal Degrade OC Port	Major	57	APS/MSP Protect Switch Byte failure APS Group	Minor
15	BER Threshold exceeded on Far End Line for Signal Degrade OC Port	Major	58	APS/MSP Far End Protect Line failure APS Group	Minor
16	BER Threshold exceeded on Section for Signal Degrade OC Port	Major	59	Forced Switch Active OC Port	Minor
17	BER Threshold exceeded on Section for Signal Failure OC Port	Major	60	Forced Switch Active STS	Minor
18	BER Threshold exceeded on Section for Signal Failure OC Port	Major	61	Forced Switch Active VT	Minor
19	BER Threshold exceeded on Far End Line for Signal Failure OC Port	Major	62	Lockout Protection Active OC Port	Minor
20	BER Threshold exceeded on Far End Line for Signal Failure OC Port	Major	63	Manual Switch Active OC Port	Minor
21	Communication Link Failure Network Interface	Major	64	Manual Switch Active STS	Minor
22	DCN Failure Network Interface	Major	65	Manual Switch Active VT	Minor
23	Excessive Error STS	Major	66	Protection Mode Mismatch OC Port	Minor
24	Excessive Error VT	Major	67	Protection Channel Match Fail OC Port	Minor
25	Far End Signal Degrade STS	Major	68	Protection Switch Byte Fail OC Port	Minor
26	Far End Signal Degrade VT	Major	69	Switch to protecting card Card Protection Group	Minor
27	Far End Excessive Error STS	Major	70	Provisioning in progress Circuit	Minor
28	Far End Excessive Error VT	Major	71	Unprovisioning in progress Circuit	Minor
29	Loss of Multiframe STS	Major	72	Traffic on circuit is degraded Circuit	Minor
30	Loss of Pointer STS	Major	73	Trunk oper Down Trunk	Minor
31	Loss of Pointer VT	Major	74	User Authentication Failed Node	Minor
32	Alarm Indication Signal STS	Major	75	Lockout Active OC Port	Minor
33	Alarm Indication Signal VT	Major	76	Lockout Active STS	Minor
34	Alarm Indication Signal (Terminating) VT	Major	77	Lockout Active VT	Minor
35	Remote Defect Indication STS	Major	78	Documentation Version Mismatch/Invalid with Software Version Card	Minor
36	Remote Defect Indication VT	Major	79	Loopback Active - Facility Interface	Minor
37	Remote Defect Indication (Terminating) VT	Major	80	Loopback Active - Terminal Interface	Minor

SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY	SI NUMBER	ALARM NAME-OBJECT AFFECTED	SEVERITY
38	Signal Label Unequipped STS	Major	81	Client Side PRBS Active Channel	Minor
39	Signal label Unequipped VT	Major	82	Network side PRBS active Channel	Warning
40	Path Label Mismatch STS	Major	83	Loss of PRBS Synchronization Channel	Warning
41	Path Label Mismatch VT	Major	84	Protection Switch Active OC Port	Warning
42	Signal Degrade STS	Major	85	Protection Switch Active STS	Warning
43	Signal Degrade VT	Major	86	Protection Switch Active VT	Warning

## Nokia MPLS Mobile Backhaul Monitored Elements

The table outlines a high-level view of monitored elements of the Nokia MPLS equipment. .

DEVICE	TRIGGER STATE	ALARM STATE
<b>NOKIA 7705 SAR18 (CORE LOCATIONS)</b>		
<b>Major/Minor Severity Categories</b>		
tmnxBFdSessions	Main State Options Up/Down	Major
tmnxBgpPeers	Main State Options:Established/Not Established	Major
tmnxMpls-MplsLsp	Main State Options: Up/Down	Major
tmnxOam	Main State Options: Test Complete/Test Failed	Minor
<b>Critical Severity Categories</b>		
tmnxPorts-Port	Main State Options: Up/Down/Admin Down	Critical
CommFailure		
<b>NOKIA 7705 SAR8 (SIMULCAST AND ASR SITES)</b>		
<b>Major/Minor Severity Categories</b>		
tmnxBFdSessions	Main State Options: Up/Down	Major
tmnxBgpPeers	Main State Options: Established/Not Established	Major
tmnxMpls-MplsLsp	Main State Options: Up/Down	Major
tmnxHardware-Csm	Main State Options: In Service/Provisioned Card Missing	Major
tmnxOam	Main State Options: Test Complete/Test Failed	Minor
<b>Critical Severity Categories</b>		
tmnxPorts-Port	Main State Options: Up/Down/Admin Down	Critical
tmnxHardware-Chassis	Main State Options: In Service/Out of Service	Critical
CommFailure		
<b>NOKIA ALE ONMISWITCH 6450 (ALL SITES)</b>		
<b>Major/Minor Severity Categories</b>		
Config	Main State Options: Configuration Saved/Configuration Not Saved	Major
Switch	Main State Options: Port Up/Port Down	Major
VLAN	Main State Options: VLAN Active/VLAN Inactive	Major
Certification-Certification	Main State Options: Switch Certified/Switch Needs Certification	Minor
NTP	Main State Options: NTP Peer Synchronized/NTP Peer No Synchronized	Minor

Critical Severity Categories		
Physical-PS_1 and PS_2	Main State Options: PS Down/Clear	Critical
CommFailure		

## Environmental/Site Systems Monitored Elements

(NOTE: Monitored Elements may vary by site)

The table outlines the monitored Environmental/Site Systems elements. This list is subject to change, see the latest table agreed upon between MSI and LA-RICS for an up to date record of alarm priorities.

MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
NG480	DI-1	ATS1: Utility Power Connected	1	NG480	DI-41	LowBand-2-2: Station Environmental	1
NG480	DI-2	ATS1: Site Generator Connected	2	NG480	DI-42	LowBand-2-3: Station Synthesizer	1
NG480	DI-3	ATS1: Utility Power Available	1	NG480	DI-43	SAR Major: Alarm	1
NG480	DI-4	ATS1: Site Generator Available	2	NG480	DI-44	SAR Minor: Alarm	1
NG480	DI-5	ATS1: Test Active		NG480	DI-45	SAR Critical: Alarm	1
NG480	DI-6	ATS1: Not in Auto	2	NG480	DI-46	Microwave-1-1: Critical	1
NG480	DI-7	ATS2: Utility Power Connected	2	NG480	DI-47	Microwave-1-2: Major	2
NG480	DI-8	ATS2: Mobile Generator Connected	2	NG480	DI-48	Microwave-1-3: Minor	2
NG480	DI-9	ATS2: Utility Power Available	2	NG480	DI-49	Door: Entry Alarm	2
NG480	DI-10	ATS2: Mobile Power Available	2	NG480	DI-50	UPS Utility Line Failure	1
NG480	DI-11	ATS2: Mobile Power Test Active		NG480	DI-51	UPS Battery Low	1
NG480	DI-12	ATS2: Not in Auto	2	NG480	DI-52	UPS General Alarm	1
NG480	DI-13	Generator: Low Oil Pressure	1	NG480	DI-53	UPS Bypass Mode	1
NG480	DI-14	Generator: High Engine Temp	1	NG480	DI-54	Microwave-2-1: Critical	1
NG480	DI-15	Generator: Charger AC Failure	2	NG480	DI-55	Microwave-2-2: Major	2
NG480	DI-16	Generator: Battery Alarm	2	NG480	DI-56	Microwave-2-3: Minor	2
NG480	DI-17	Generator: Engine Overspeed	1	NG480	DI-57	FSS: Trouble Alarm	1
NG480	DI-18	Generator: Overcrank	1	NG480	DI-58	FSS: Supervisory Alarm	1
NG480	DI-19	Generator: Not in Auto	2	NG480	DI-59	FSS: General Alarm	1
NG480	DI-20	Generator: Online	2	NG480	DI-60	NOT USED	
NG480	DI-21	NOT USED		NG480	DI-61	NOT USED	
NG480	DI-22	NOT USED		NG480	DI-62	NOT USED	
NG480	DI-23	NOT USED		NG480	DI-63	Unit reset	2
NG480	DI-24	TVSS Main: Alarm	1	NG480	DI-64	NTP failed	2
NG480	DI-25	TVSS Subpanel 1: Alarm	1	NG480	DI-65	Timed tick	2
NG480	DI-26	TVSS Subpanel 2: Alarm	1	NG480	DI-66	Serial 1 RcvQ full	2
NG480	DI-27	TVSS Subpanel 3: Alarm	1	NG480	DI-67	Dynamic memory full	2
NG480	DI-28	Camera: Alarm	2	NG480	DI-68	Notification 1 failed	
NG480	DI-29	Exterior Motion Detector: Alarm	2	NG480	DI-69	Notification 2 failed	
NG480	DI-30	Tower Lights: ON/OFF	3	NG480	DI-70	Notification 3 failed	

MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
NG480	DI-31	Tower Lights: Control Power	1	NG480	DI-71	Notification 4 failed	
NG480	DI-32	Tower Lights: Beacon	1	NG480	DI-72	Notification 5 failed	
NG480	DI-33	Tower Lights: Side Light	1	NG480	DI-73	Notification 6 failed	
NG480	DI-34	DC Plant Inverter Major Failure	1	NG480	DI-74	Notification 7 failed	
NG480	DI-35	DC Plant Inverter Minor Failure	2	NG480	DI-75	Notification 8 failed	
NG480	DI-36	DC Plant Inverter Redundancy Lost	2	NG480	DI-76	Expansion 1 failed	2
NG480	DI-37	LowBand-1-1: Station Power	1	NG480	DI-77	DCP poller inactive	1
NG480	DI-38	LowBand-1-2: Station Environmental	1	NG480	DI-78	Default configuration	2
NG480	DI-39	LowBand-1-3: Station Synthesizer	1	NG480	DI-79	Dipswitch Configuration	2
NG480	DI-40	LowBand-2-1: Station Power	1	NG480	DI-80	MAC address not set	2
NG480	DI-81	IP address not set	2	HVAC MCU	DI-121	One or More Ambient Sensor(s) Failed	2
NG480	DI-82	LAN hardware error	2	HVAC MCU	DI-122	All Ambient Sensors Failed	1
NG480	DI-83	SNMP processing error		HVAC MCU	DI-123	Comfort Mode Active	
NG480	DI-84	SNMP community error		HVAC MCU	DI-124	Total Failure (HVACs Shutdown)	1
NG480	DI-85	LAN TX packet drop	2	HVAC MCU	DI-125	TEMP HIGH	1
NG480	DI-86	Received SNMP Trap		HVAC MCU	DI-126	TEMP LOW	2
NG480	DI-87	Device not responding to SNMPGET		HVAC MCU	DI-127	Default configuration	1
NG480	DI-88	Authentication Failure	2	HVAC MCU	DI-128	DIP Switch Config	2
NG480	DI-89	Device Failure	1	HVAC MCU	DI-129	MAC address not set	2
NG480	DI-90	Device Offline	1	HVAC MCU	DI-130	IP address not set	2
NG480	DI-91	Device Inactive	2	HVAC MCU	DI-131	Generator on	
NG480	DI-92	IP/Name Mismatch	2	HVAC MCU	DI-132	Generator load applied	
NG480	DI-93	RTU reboot with new config	2	HVAC MCU	DI-133	SNMP community error	
NG480 Controls	DI-94	Not Used		HVAC MCU	DI-134	Lag HVAC Running	2
NG480 Controls	DI-95	Not Used		HVAC MCU	DI-135	LAN TX Packet Drop	2
NG480 Controls	DI-96	Not Used		HVAC MCU	DI-136	Device not responding to SNMPGET	2
NG480 Controls	DI-97	Not Used		HVAC MCU	DI-137	Authentication Failure	1
HVAC MCU	DI-98	HVAC 1 Fail	2	HVAC MCU	DI-138	Device Failure	1
HVAC MCU	DI-99	HVAC 2 Fail	2	HVAC MCU	DI-139	Device Offline	1
HVAC MCU	DI-100	HVAC 3 Fail	2	HVAC MCU	DI-140	Device Inactive	1
HVAC MCU	DI-101	HVAC 4 Fail	2	HVAC MCU	DI-141	Received SNMP Trap	
HVAC MCU	DI-102	HVAC 5 Fail	2	HVAC MCU	DI-142	Indoor Temp Minor Under	2
HVAC MCU	DI-103	HVAC 6 Fail	2	HVAC MCU	DI-143	Indoor Temp Major Under	2
HVAC MCU	DI-104	NOT USED		HVAC MCU	DI-144	Indoor Temp Minor Over	2
HVAC MCU	DI-105	Smoke Detected	1	HVAC MCU	DI-145	Indoor Temp Major Over	1
HVAC MCU	DI-106	Hydrogen Sensed	1	HVAC MCU	DI-146	Indoor Temp Not Detected	1
HVAC MCU	DI-107	Condenser Pump Failure Alarm	1	HVAC MCU	DI-147	Indoor Humidity Minor Under	

MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
HVAC MCU	DI-108	Unit Reset	2	HVAC MCU	DI-148	Indoor Humidity Major Under	
HVAC MCU	DI-109	NTP failed	2	HVAC MCU	DI-149	Indoor Humidity Minor Over	
HVAC MCU	DI-110	Timed tick	2	HVAC MCU	DI-150	Indoor Humidity Major Over	
HVAC MCU	DI-111	Serial 1 RcvQ full	2	HVAC MCU	DI-151	Indoor Humidity Not Detected	2
HVAC MCU	DI-112	Dynamic memory full	2	HVAC MCU	DI-152	Outdoor Temp Minor Under	
HVAC MCU	DI-113	Notification 1 failed		HVAC MCU	DI-153	Outdoor Temp Major Under	
HVAC MCU	DI-114	Notification 2 failed		HVAC MCU	DI-154	Outdoor Temp Minor Over	
HVAC MCU	DI-115	Notification 3 failed		HVAC MCU	DI-155	Outdoor Temp Major Over	
HVAC MCU	DI-116	Notification 4 failed		HVAC MCU	DI-156	Outdoor Temp Not Detected	2
HVAC MCU	DI-117	Notification 5 failed		HVAC MCU	DI-157	Chassis Temp Minor Under	
HVAC MCU	DI-118	Notification 6 failed		HVAC MCU	DI-158	Chassis Temp Major Under	
HVAC MCU	DI-119	Notification 7 failed		HVAC MCU	DI-159	Chassis Temp Minor Over	
HVAC MCU	DI-120	Notification 8 failed		HVAC MCU	DI-160	Chassis Temp Major Over	1
HVAC MCU	DI-161	Chassis Temp Not Detected	2	HVAC Controls	DI-201	Not Used	
HVAC MCU	DI-162	Vent 1 Temp Minor Under		VoIP OrderWire	DI-202	DCP channel is inactive	1
HVAC MCU	DI-163	Vent 1 Temp Major Under		VoIP OrderWire	DI-203	MAC address not set	2
HVAC MCU	DI-164	Vent 1 Temp Minor Over		VoIP OrderWire	DI-204	IP address not set	2
HVAC MCU	DI-165	Vent 1 Temp Major Over		VoIP OrderWire	DI-205	LAN hardware error	2
HVAC MCU	DI-166	Vent 1 Temp Not Detected	2	VoIP OrderWire	DI-206	SNMP processing error	
HVAC MCU	DI-167	Vent 2 Temp Minor Under		VoIP OrderWire	DI-207	SNMP community error	
HVAC MCU	DI-168	Vent 2 Temp Major Under		VoIP OrderWire	DI-208	LAN TX packet drop	2
HVAC MCU	DI-169	Vent 2 Temp Minor Over		VoIP OrderWire	DI-209	Notification 1 failed	
HVAC MCU	DI-170	Vent 2 Temp Major Over		VoIP OrderWire	DI-210	Notification 2 failed	
HVAC MCU	DI-171	Vent 2 Temp Not Detected	2	VoIP OrderWire	DI-211	Notification 3 failed	
HVAC MCU	DI-172	Vent 3 Temp Minor Under		VoIP OrderWire	DI-212	Notification 4 failed	
HVAC MCU	DI-173	Vent 3 Temp Major Under		VoIP OrderWire	DI-213	Notification 5 failed	
HVAC MCU	DI-174	Vent 3 Temp Minor Over		VoIP OrderWire	DI-214	Notification 6 failed	
HVAC MCU	DI-175	Vent 3 Temp Major Over		VoIP OrderWire	DI-215	Notification 7 failed	
HVAC MCU	DI-176	Vent 3 Temp Not Detected	2	VoIP OrderWire	DI-216	Notification 8 failed	
HVAC MCU	DI-177	Vent 4 Temp Minor Under		VoIP OrderWire	DI-217	NTP failed	2
HVAC MCU	DI-178	Vent 4 Temp Major Under		VoIP OrderWire	DI-218	Timed tick	2
HVAC MCU	DI-179	Vent 4 Temp Minor Over		VoIP OrderWire	DI-219	Serial 1 RcvQ full	2
HVAC MCU	DI-180	Vent 4 Temp Major Over		VoIP OrderWire	DI-220	Dynamic memory full	2



MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
HVAC MCU	DI-181	Vent 4 Temp Not Detected	2	VoIP OrderWire	DI-221	Unit reset	2
HVAC MCU	DI-182	Vent 5 Temp Minor Under		VoIP OrderWire	DI-222	No phone line connected	2
HVAC MCU	DI-183	Vent 5 Temp Major Under		VoIP OrderWire	DI-223	DCPI Failed	1
HVAC MCU	DI-184	Vent 5 Temp Minor Over		VoIP OrderWire	DI-224	Device not responding to SNMPGET	
HVAC MCU	DI-185	Vent 5 Temp Major Over		VoIP OrderWire	DI-225	Authentication Failure	1
HVAC MCU	DI-186	Vent 5 Temp Not Detected	2	VoIP OrderWire	DI-226	Device Failure	1
HVAC MCU	DI-187	Vent 6 Temp Minor Under		VoIP OrderWire	DI-227	Device Offline	1
HVAC MCU	DI-188	Vent 6 Temp Major Under		VoIP OrderWire	DI-228	Device Inactive	1
HVAC MCU	DI-189	Vent 6 Temp Minor Over		VoIP OrderWire	DI-229	Received SNMP Trap	
HVAC MCU	DI-190	Vent 6 Temp Major Over		Omntec Fuel Monitor	DI-230	Product Height - Minor Under	
HVAC MCU	DI-191	Vent 6 Temp Not Detected	2	Omntec Fuel Monitor	DI-231	Product Height - Minor Over	2
HVAC MCU	DI-192	Vent 1 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-232	Product Height - Major Under	
HVAC MCU	DI-193	Vent 2 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-233	Product Height - Major Over	1
HVAC MCU	DI-194	Vent 3 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-234	Water Height - Minor Under	
HVAC MCU	DI-195	Vent 4 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-235	Water Height - Minor Over	2
HVAC MCU	DI-196	Vent 5 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-236	Water Height - Major Under	
HVAC MCU	DI-197	Vent 6 Temp HVAC Cooling Temp Fail	2	Omntec Fuel Monitor	DI-237	Water Height - Major Over	1
HVAC Controls	DI-198	Not Used		Omntec Fuel Monitor	DI-238	Product Volume - Minor Under	2
HVAC Controls	DI-199	Not Used		Omntec Fuel Monitor	DI-239	Product Volume - Minor Over	2
HVAC Controls	DI-200	Not Used		Omntec Fuel Monitor	DI-240	Product Volume - Major Under	2
Omntec Fuel Monitor	DI-241	Product Volume - Major Over	2	Eltek Smartpack	DI-281	Battery Breaker/Fuse	2
Omntec Fuel Monitor	DI-242	Water Volume - Minor Under		Eltek Smartpack	DI-282	Load Distribution Breaker/Fuse	2
Omntec Fuel Monitor	DI-243	Water Volume - Minor Over	2	Eltek Smartpack	DI-283	Major Rectifier	2
Omntec Fuel Monitor	DI-244	Water Volume - Major Under		Eltek Smartpack	DI-284	Minor Rectifier	2
Omntec Fuel Monitor	DI-245	Water Volume - Major Over	1	Eltek Smartpack	DI-285	Major Battery Symmetry	2

# ATTACHMENT A

MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
Omntec Fuel Monitor	DI-246	Temperature - Minor Under		Eltek Smartpack	DI-286	Minor Battery Symmetry	
Omntec Fuel Monitor	DI-247	Temperature - Minor Over		Eltek Smartpack	DI-287	Battery Life Ended	2
Omntec Fuel Monitor	DI-248	Temperature - Major Under		Eltek Smartpack	DI-288	Battery Testmode Entered	
Omntec Fuel Monitor	DI-249	Temperature - Major Over		Eltek Smartpack	DI-289	Battery Boostmode Entered	
Omntec Fuel Monitor	DI-250	T.C. Volume - Minor Under	2	Eltek Smartpack	DI-290	Control Unit 1 Programmable Alarm	
Omntec Fuel Monitor	DI-251	T.C. Volume - Minor Over	2	Eltek Smartpack	DI-291	Control Unit 2 Programmable Alarm	
Omntec Fuel Monitor	DI-252	T.C. Volume - Major Under	2	Eltek Smartpack	DI-292	Control Unit 3 Programmable Alarm	
Omntec Fuel Monitor	DI-253	T.C. Volume - Major Over	2	Eltek Smartpack	DI-293	Control Unit 4 Programmable Alarm	
Omntec Fuel Monitor	DI-254	Ullage - Minor Under		Eltek Smartpack	DI-294	Control Unit 5 Programmable Alarm	
Omntec Fuel Monitor	DI-255	Ullage - Minor Over		Eltek Smartpack	DI-295	Control Unit 6 Programmable Alarm	
Omntec Fuel Monitor	DI-256	Ullage - Major Under		Eltek Smartpack	DI-296	Control Unit 7 Programmable Alarm	
Omntec Fuel Monitor	DI-257	Ullage - Major Over		Eltek Smartpack	DI-297	Control Unit 8 Programmable Alarm	
Omntec Fuel Monitor	DI-258	BX 1 Remote Fill Leak Detected	1	Eltek Smartpack	DI-298	Heartbeat Received	
Omntec Fuel Monitor	DI-259	BX 2 Interstitial Leak Detected	1	Eltek Smartpack	DI-299	Unit Temperature 1	2
Omntec Fuel Monitor	DI-260	BX 3 Gen Leak Tray Detected	1	Eltek Smartpack	DI-300	Unit Temperature 2	2
Omntec Fuel Monitor	DI-261	Tank 1 Over Fill Alarm	1	Eltek Smartpack	DI-301	Unit Fan Speed Delta 1	2
Omntec Fuel Monitor	DI-262	Fuel Level - Minor Under	2	Eltek Smartpack	DI-302	Unit Fan Speed Delta 2	2
Omntec Fuel Monitor	DI-263	Fuel Level - Minor Over	2	Eltek Smartpack	DI-303	IO Unit 1 Programmable Alarm	
Omntec Fuel Monitor	DI-264	Fuel Level - Major Under	2	Eltek Smartpack	DI-304	IO Unit 2 Programmable Alarm	
Omntec Fuel Monitor	DI-265	Fuel Level - Major Over	2	Eltek Smartpack	DI-305	IO Unit 3 Programmable Alarm	
Omntec Fuel Monitor	DI-266	BX 5 Heat Probe Alarm	1	Eltek Smartpack	DI-306	IO Unit 4 Programmable Alarm	
Omntec Fuel Monitor	DI-267	Device Offline	1	Eltek Smartpack	DI-307	IO Unit 5 Programmable Alarm	



MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY	MONITOR DEVICE	DIGITAL INPUT	ALARM DESCRIPTION	ALARM PRIORITY
Omntec Fuel Monitor	DI-268	Device Inactive	1	Eltek Smartpack	DI-308	IO Unit 6 Programmable Alarm	
Omntec Fuel Monitor	DI-269	Device Failure	1	Eltek Smartpack	DI-309	IO Unit 7 Programmable Alarm	
Eltek Smartpack	DI-270	Major High Battery Voltage	1	Eltek Smartpack	DI-310	IO Unit 8 Programmable Alarm	
Eltek Smartpack	DI-271	Minor High Battery Voltage	2	Eltek Smartpack	DI-311	IO Unit 9 Programmable Alarm	
Eltek Smartpack	DI-272	Major Low Battery Voltage	1	Eltek Smartpack	DI-312	IO Unit 10 Programmable Alarm	
Eltek Smartpack	DI-273	Minor Low Battery Voltage	2	Eltek Smartpack	DI-313	IO Unit 11 Programmable Alarm	
Eltek Smartpack	DI-274	Major Battery High Temperature	1	Eltek Smartpack	DI-314	IO Unit 12 Programmable Alarm	
Eltek Smartpack	DI-275	Minor Battery High Temperature	2	Eltek Smartpack	DI-315	IO Unit 13 Programmable Alarm	
Eltek Smartpack	DI-276	Battery Contactor Disconnect	1	Eltek Smartpack	DI-316	IO Unit 14 Programmable Alarm	
Eltek Smartpack	DI-277	Load Contactor 1 Disconnect		Eltek Smartpack	DI-317	Major Solar Charger	2
Eltek Smartpack	DI-278	Load Contactor 2 Disconnect		Eltek Smartpack	DI-318	Minor Solar Charger	2
Eltek Smartpack	DI-279	Load Contactor 3 Disconnect		Eltek Smartpack	DI-319	Major Rectifier Capacity	2
Eltek Smartpack	DI-280	AC Mains Voltage Low	1	Eltek Smartpack	DI-320	Minor Rectifier Capacity	2
Eltek Smartpack	DI-321	Minor Solar Charger	2	Eltek Smartpack	DI-323	Minor Rectifier Capacity	2
Eltek Smartpack	DI-322	Major Rectifier Capacity	2	Eltek Smartpack	DI-324	Device not responding to SNMPGET	2

## RadioMobile Monitored High Level Elements

The table outlines the elements of the RadioMobile Monitored Equipment high level elements, the specific detail of each alarm element of each Module is detailed in Specific Alarm Module Table below.

NMDN-1 SITE ID & MODULE	SITE CODE	SITENAME	Alarm Priority
A069F12802:NMDN	BJM	Black Jack Mountain	Critical P1
A069F12802:NMDN IQSYSMON	BJM		Critical P1
A069F12802:NMDN PMU	BJM		Critical P1
A069F12802:NMDN PA	BJM		Critical P1
A069F12802:NMDN SYSTEM	BJM		Critical P1
A069F12802:NMDN REC	BJM		Critical P1
A069F130:NMDN	BUR1	Burnt Peak 1	Critical P1
A069F130:NMDN IQSYSMON	BUR1		Critical P1
A069F130:NMDN PMU	BUR1		Critical P1
A069F130:NMDN PA	BUR1		Critical P1
A069F130:NMDN SYSTEM	BUR1		Critical P1
A069F130:NMDN REC	BUR1		Critical P1
A069F12907:NMDN	CPK	Castro Peak	Critical P1
A069F12907:NMDN IQSYSMON	CPK		Critical P1
A069F12907:NMDN PMU	CPK		Critical P1

NMDN-1 SITE ID & MODULE	SITE CODE	SITENAME	Alarm Priority
A069F12907:NMDN PA	CPK		Critical P1
A069F12907:NMDN SYSTEM	CPK		Critical P1
A069F12907:NMDN REC	CPK		Critical P1
A069F1:NMDN	FCCF	Fire Command and Control Fac.	Critical P1
A069F1:NMDN IQSYSMON	FCCF		Critical P1
A069F1:NMDN PMU	FCCF		Critical P1
A069F1:NMDN PA	FCCF		Critical P1
A069F1:NMDN SYSTEM	FCCF		Critical P1
A069F1:NMDN REC	FCCF		Critical P1
A069F132:NMDN	FRP	Frost Peak	Critical P1
A069F132:NMDN IQSYSMON	FRP		Critical P1
A069F132:NMDN PMU	FRP		Critical P1
A069F132:NMDN PA	FRP		Critical P1
A069F132:NMDN SYSTEM	FRP		Critical P1
A069F132:NMDN REC	FRP		Critical P1
A069F12902:NMDN	GRM	Green Mountain	Critical P1
A069F12902:NMDN IQSYSMON	GRM		Critical P1
A069F12902:NMDN PMU	GRM		Critical P1
A069F12902:NMDN PA	GRM		Critical P1
A069F12902:NMDN SYSTEM	GRM		Critical P1
A069F12902:NMDN REC	GRM		Critical P1
A069F12001:NMDN	HPK	Hauser Peak	Critical P1
A069F12001:NMDN IQSYSMON	HPK		Critical P1
A069F12001:NMDN PMU	HPK		Critical P1
A069F12001:NMDN PA	HPK		Critical P1
A069F12001:NMDN SYSTEM	HPK		Critical P1
A069F12001:NMDN REC	HPK		Critical P1
			Critical P1
A069F134:NMDN	JPK2	Johnstone Peak 2	Critical P1
A069F134:NMDN IQSYSMON	JPK2		Critical P1
A069F134:NMDN PMU	JPK2		Critical P1
A069F134:NMDN PA	JPK2		Critical P1
A069F134:NMDN SYSTEM	JPK2		Critical P1
A069F134:NMDN REC	JPK2		Critical P1
A069F11902:NMDN	MDI	Mount Disappointment	Critical P1
A069F11902:NMDN IQSYSMON	MDI		Critical P1
A069F11902:NMDN PMU	MDI		Critical P1
A069F11902:NMDN PA	MDI		Critical P1
A069F11902:NMDN SYSTEM	MDI		Critical P1
A069F11902:NMDN REC	MDI		Critical P1
A069F12002:NMDN	MMC	Mount McDill	Critical P1
A069F12002:NMDN IQSYSMON	MMC		Critical P1
A069F12002:NMDN PMU	MMC		Critical P1
A069F12002:NMDN PA	MMC		Critical P1
A069F12002:NMDN SYSTEM	MMC		Critical P1
A069F12002:NMDN REC	MMC		Critical P1
A069F135:NMDN	MML	Magic Mountain Link	Critical P1
A069F135:NMDN IQSYSMON	MML		Critical P1
A069F135:NMDN PMU	MML		Critical P1

NMDN-1 SITE ID & MODULE	SITE CODE	SITENAME	Alarm Priority
A069F135:NMDN PA	MML		Critical P1
A069F135:NMDN SYSTEM	MML		Critical P1
A069F135:NMDN REC	MML		Critical P1
A069F12505:NMDN	ONK	Oat Mountain Nike	Critical P1
A069F12505:NMDN IQSYSMON	ONK		Critical P1
A069F12505:NMDN PMU	ONK		Critical P1
A069F12505:NMDN PA	ONK		Critical P1
A069F12505:NMDN SYSTEM	ONK		Critical P1
A069F12505:NMDN REC	ONK		Critical P1
A069F113:NMDN	RHT	Rolling Hills Transmit	Critical P1
A069F113:NMDN IQSYSMON	RHT		Critical P1
A069F113:NMDN PMU	RHT		Critical P1
A069F113:NMDN PA	RHT		Critical P1
A069F113:NMDN SYSTEM	RHT		Critical P1
A069F113:NMDN REC	RHT		Critical P1
A069F12302:NMDN	TPK	Tejon Peak	Critical P1
A069F12302:NMDN IQSYSMON	TPK		Critical P1
A069F12302:NMDN PMU	TPK		Critical P1
A069F12302:NMDN PA	TPK		Critical P1
A069F12302:NMDN SYSTEM	TPK		Critical P1
A069F12302:NMDN REC	TPK		Critical P1
A069F12401:NMDN	WTR	Whitaker Ridge	Critical P1
A069F12401:NMDN IQSYSMON	WTR		Critical P1
A069F12401:NMDN PMU	WTR		Critical P1
A069F12401:NMDN PA	WTR		Critical P1
A069F12401:NMDN SYSTEM	WTR		Critical P1
A069F12401:NMDN REC	WTR		Critical P1

### RadioMobile NMDN-1 Specific Alarm Module Monitored Elements Table Detail

Alarm Tk	Module	Module Name	Code	Text
1	SYSTEM	BASE STATION SYSTEM	001	Active Alarm
2	SYSTEM	BASE STATION SYSTEM	002	Reciter Summary
3	SYSTEM	BASE STATION SYSTEM	003	PA Summary
4	SYSTEM	BASE STATION SYSTEM	004	PMU Summary
5	SYSTEM	BASE STATION SYSTEM	005	No PMU Detected
6	SYSTEM	BASE STATION SYSTEM	006	No PA Detected
7	SYSTEM	BASE STATION SYSTEM	007	Unbalanced Line Input Low
8	SYSTEM	BASE STATION SYSTEM	008	Balanced Line Input Low
9	SYSTEM	BASE STATION SYSTEM	009	RSSI High
10	SYSTEM	BASE STATION SYSTEM	00A	RSSI Low
11	SYSTEM	BASE STATION SYSTEM	00B	Air Temp High
12	SYSTEM	BASE STATION SYSTEM	00C	Air Temp Low
13	SYSTEM	BASE STATION SYSTEM	00D	External Reference Absent
14	SYSTEM	BASE STATION SYSTEM	00E	External Reference Invalid
15	REC	BASE STATION REC	001	Reciter Power Up Fail
16	REC	BASE STATION REC	002	Exciter Synth Out of Lock
17	REC	BASE STATION REC	003	Digital Synth Out of Lock
18	REC	BASE STATION REC	004	Receiver Synth Out of Lock
19	REC	BASE STATION REC	009	Invalid Chan Selected
20	PA	BASE STATION PA	001	VSWR High
21	PA	BASE STATION PA	002	Forward Power Low
22	PA	BASE STATION PA	003	Reverse Power High
23	PA	BASE STATION PA	004	Final1 Temperature High

Alarm Tk	Module	Module Name	Code	Text
24	PA	BASE STATION PA	005	Final2 Temperature High
25	PA	BASE STATION PA	006	Driver Temperature High
26	PA	BASE STATION PA	009	Shutdown Imminent
27	PA	BASE STATION PA	00A	PA Driver Current High
28	PA	BASE STATION PA	00B	PA Final1 Current High
29	PA	BASE STATION PA	00C	PA Final2 Current High
30	PA	BASE STATION PA	00D	Supply Voltage High
31	PA	BASE STATION PA	00E	Supply Voltage Low
32	PA	BASE STATION PA	00F	Invalid Calibration
33	PA	BASE STATION PA	010	Hw Config Invalid
34	PA	BASE STATION PA	011	Power Foldback
35	PA	BASE STATION PA	012	Current Imbalance
36	PA	BASE STATION PA	013	PA Fan Failure
37	PMU	BASE STATION PMU	001	Mains Failure
38	PMU	BASE STATION PMU	002	Battery Voltage High
39	PMU	BASE STATION PMU	003	Battery Voltage Low
40	PMU	BASE STATION PMU	004	Battery Protection Mode
41	PMU	BASE STATION PMU	005	Shutdown Imminent
42	PMU	BASE STATION PMU	006	Temperature High
43	PMU	BASE STATION PMU	007	Output Voltage High
44	PMU	BASE STATION PMU	008	Output Voltage Low
45	PMU	BASE STATION PMU	009	Output Current High
46	PMU	BASE STATION PMU	00A	Power Up Fault
47	PMU	BASE STATION PMU	00B	Fan Failure
48	IQSYSMON	IQ MOBILE SERVER	001	Missed Heartbeat Message
49	IQSYSMON	IQ MOBILE SERVER	002	IQSysMonitor unresponsive
50	IQSYSMON	IQ MOBILE SERVER	003	BSC Comm Down but Pair BSC Up
51	IQSYSMON	IQ MOBILE SERVER	004	BSC Comm Down and Pair BSC Down
63	IQSYSMON	IQ MOBILE SERVER	006	BSC Reports Tx Failure
64	IQSYSMON	IQ MOBILE SERVER	007	BSC Tx Up Request Failure

## RadioMobile Specific Alarm Module Monitored Elements Table Detail

Alarm Tk	Module	Module Name	Code	Text
1	SYSTEM	BASE STATION SYSTEM	001	Active Alarm
2	SYSTEM	BASE STATION SYSTEM	002	Reciter Summary
3	SYSTEM	BASE STATION SYSTEM	003	PA Summary
4	SYSTEM	BASE STATION SYSTEM	004	PMU Summary
5	SYSTEM	BASE STATION SYSTEM	005	No PMU Detected
6	SYSTEM	BASE STATION SYSTEM	006	No PA Detected
7	SYSTEM	BASE STATION SYSTEM	007	Unbalanced Line Input Low
8	SYSTEM	BASE STATION SYSTEM	008	Balanced Line Input Low
9	SYSTEM	BASE STATION SYSTEM	009	RSSI High
10	SYSTEM	BASE STATION SYSTEM	00A	RSSI Low

Alarm Tk	Module	Module Name	Code	Text
11	SYSTEM	BASE STATION SYSTEM	00B	Air Temp High
12	SYSTEM	BASE STATION SYSTEM	00C	Air Temp Low
13	SYSTEM	BASE STATION SYSTEM	00D	External Reference Absent
14	SYSTEM	BASE STATION SYSTEM	00E	External Reference Invalid
15	REC	BASE STATION REC	001	Reciter Power Up Fail
16	REC	BASE STATION REC	002	Exciter Synth Out of Lock
17	REC	BASE STATION REC	003	Digital Synth Out of Lock
18	REC	BASE STATION REC	004	Receiver Synth Out of Lock
19	REC	BASE STATION REC	009	Invalid Chan Selected
20	PA	BASE STATION PA	001	VSWR High
21	PA	BASE STATION PA	002	Forward Power Low
22	PA	BASE STATION PA	003	Reverse Power High
23	PA	BASE STATION PA	004	Final1 Temperature High
24	PA	BASE STATION PA	005	Final2 Temperature High
25	PA	BASE STATION PA	006	Driver Temperature High
26	PA	BASE STATION PA	009	Shutdown Imminent
27	PA	BASE STATION PA	00A	PA Driver Current High
28	PA	BASE STATION PA	00B	PA Final1 Current High
29	PA	BASE STATION PA	00C	PA Final2 Current High
30	PA	BASE STATION PA	00D	Supply Voltage High
31	PA	BASE STATION PA	00E	Supply Voltage Low
32	PA	BASE STATION PA	00F	Invalid Calibration
33	PA	BASE STATION PA	010	Hw Config Invalid
34	PA	BASE STATION PA	011	Power Foldback
35	PA	BASE STATION PA	012	Current Imbalance

Alarm Tk	Module	Module Name	Code	Text
36	PA	BASE STATION PA	013	PA Fan Failure
37	PMU	BASE STATION PMU	001	Mains Failure
38	PMU	BASE STATION PMU	002	Battery Voltage High
39	PMU	BASE STATION PMU	003	Battery Voltage Low
40	PMU	BASE STATION PMU	004	Battery Protection Mode
41	PMU	BASE STATION PMU	005	Shutdown Imminent
42	PMU	BASE STATION PMU	006	Temperature High
43	PMU	BASE STATION PMU	007	Output Voltage High
44	PMU	BASE STATION PMU	008	Output Voltage Low
45	PMU	BASE STATION PMU	009	Output Current High
46	PMU	BASE STATION PMU	00A	Power Up Fault
47	PMU	BASE STATION PMU	00B	Fan Failure
48	IQSYSMON	IQ MOBILE SERVER	001	Missed Heartbeat Message
49	IQSYSMON	IQ MOBILE SERVER	002	IQSysMonitor unresponsive
50	IQSYSMON	IQ MOBILE SERVER	003	BSC Comm Down but Pair BSC Up
51	IQSYSMON	IQ MOBILE SERVER	004	BSC Comm Down and Pair BSC Down
63	IQSYSMON	IQ MOBILE SERVER	006	BSC Reports Tx Failure
64	IQSYSMON	IQ MOBILE SERVER	007	BSC Tx Up Request Failure



## G. RESPONSIBILITY MATRIX

This RACI table identifies roles and chain of communication for specific tasks and deliverables associated with the LA-RICS LMR SYSTEM Maintenance Plan and Services delivery

**The terminology includes the following definitions:**

RACI Matrix		
R	Responsible	Those who do the work to achieve the task. There is typically one role with a participation type of Responsible.
A	Accountable	Those who are ultimately accountable for the correct and thorough completion of the deliverables or task, and the one to whom Responsible is accountable. Typically, the Process Owner is Accountable for a process, and there must be only one Accountable specified for each task or deliverable.
C	Consulted	Those who are not directly involved in a process but provide inputs and whose opinions are sought.
I	Informed	Those who receive outputs from a process or are kept up-to-date on progress, often only on completion of the task or deliverable.

RESPONSIBILITY (RACI) MATRIX	NETWORK ELEMENT/SUBSYSTEM			
Maintenance Services	LA-RICS	MSI	LA-RICS	MSI
<b>NOC – System Monitoring</b>				
Event Monitoring	I	RA	I	RA
Continuous monitoring	I	RA	I	RA
<b>TSO and Service Desk - Incident Management</b>				
Technical support, dispatch	I	RA	I	RA
<b>FSO Field Services</b>				
Onsite response	I	RA	I	RA
Fixed Network Equipment (FNE) – Maintenance and Support				
Problem Identification and resolution	I	RA	I	RA
Engagement of OEM/Third Party Servicers	I	RA	I	RA
Tracking changes to the network	I	RA	I	RA
<b>Access Management</b>				
Password Management	CI	RA	CI	RA
Role Based Application Access Management	CI	RA	CI	RA
System keys	-	-	-	-

RESPONSIBILITY (RACI) MATRIX	NETWORK ELEMENT/SUBSYSTEM			
Maintenance Services	LA-RICS	MSI	LA-RICS	MSI
Site Access, Facility Access, Badging, Keys, Cardkeys, escorts, etc.	RA	A	RA	A
<b>Release/Deployment Coordination</b>				
Patching/Technical Bulletins	CI	RA	CI	RA
System Release Management	CI	RA	CI	RA
<b>Network Provisioning</b>				
Patch Implementation, including Window Servers and Clients as applicable	CI	RA	CI	RA
Network change provisioning	CI	RA	CI	RA
<b>Network Performance Management</b>				
Application of tools, etc to be proactive	CI	RA	CI	RA
<b>Radio Fleet Provisioning</b>				
Device provisioning on the network	RA	-	-	-
Radio Programming	RA	-	-	-
<b>Spares Management</b>				
Spares tracking/management	CI	RA	CI	RA
<b>Preventative Maintenance Management</b>				
Perform Proactive PM Maintenance Services	CI	RA	CI	RA
<b>Repair</b>				
Repair broken infrastructure	I	RA	I	RA
Tracking of asset/model/serial numbers of FRU's, spares and/or exchanged equipment	I	RA	I	RA
<b>Service Level Management</b>				
Track and report performance to commitments	CI	RA	CI	RA
Service Reporting	CI	RA	CI	RA
IMTS (InforEAM) System Access and Use	CI	RA	CI	RA

**Motorola is responsible for troubleshooting and remedying interference caused by Motorola installed equipment.**

## H. THE RESOLUTION SERVICE REPORTING AND SCHEDULE

During the specified LMR System Maintenance Period Motorola will provide a monthly status report itemizing LA-RICS SYSTEM and individual subsystem availability including the Incident Numbers of the outages/failures that occurred since last report as well as the Incident Numbers of any outstanding problems that have not been resolved since last report.

The list of outages/failures will include the Incident Number, Date and Time of Outage, Duration of the Outage, description of the failure, date and time stamps as well as the description of the actions performed, and the details of the resolution.

In addition, the report will include information documenting who has made each entry listed on the report and details as to who opened the issue, who updated the issue, who closed the issue.

## I. INVENTORY AND MAINTENANCE SERVICES TRACKING

Motorola plans to utilize the Inventory Management and Tracking Subsystem (IMTS) possessed by LA-RICS, (currently InforEAM) to track LA-RICS owned equipment and inventory as needed, as well as the tracking of any LA-RICS owned spare or FRU inventory if utilized by Motorola.

During the specified Maintenance period Motorola plans to utilize Motorola owned spare and FRU equipment to support Maintenance repair and restoration efforts for DVTRS, Core, DSR, and Dispatch Sites, and the Common Platform Systems. Asset, Model and Serial Number data of utilized spares and FRU's as well as that of any exchanged equipment will be recorded in the IMTS as applicable.

Motorola will also utilize the IMTS for recording of work orders and work order management, including Maintenance repairs, service history, and related data capture and documentation as detailed above.

LA-RICS shall be responsible to allow and provide access to the LA-RICS - IMTS system database via a VPN or other approved method without cost to Motorola. Motorola personnel engaged in the performance of maintenance services during the LMR System Maintenance period will maintain valid access licenses for the InforEAM system and utilize Motorola provided devices for system access.



**J. MOTOROLA SUBCONTRACTED SERVICE ENTITIES SPECIFIC TO LA-RICS SYSTEM**

CONTRACTOR	ADDRESS	CITY	STAFF	YEARS IN BUSINESS	SERVICES PROVIDED	NOTES
RadioMobile	8801 Kenamar Drive	San Diego, CA	25+	10	NMDN System Services Support	OEM
AVIAT Networks (NEC Microwave)	860 N. McCarthy Bl Ste 200	Milpitas, CA	100+	70	Microwave / Backhaul Services Support	Motorola Preferred Vendor
Nokia Networks	440 N. Bernardo Ave	Mountain View, CA	100+	155	MPLS System Services Support	Motorola Preferred Vendor
DPS Telecom	4955 E Yale Ave	Fresno, CA	40+	36	Site/System Monitoring System Services Support	OEM
Flynn Air	7611 Slater Ave Ste G,	Huntington Beach, CA	12	6	HVAC System Services Support	Manufacturer authorized agent
SEPS, Inc / Unified Power Systems	7531 Brush Hill Rd	Burr Ridge, IL	100+	40	DC Power Plant & Battery Bank Services Support	Motorola Preferred Vendor
Cummins Sales and Service	11725 Willake St	Santa Fe Springs, CA	100+	103	Generator and ATS Services Support	OEM Generator agent
Amber Resources/Deon & Sons	1543 W. 16th St	Long Beach, CA	100+	92	Fueling, Fuel Polishing and Tank Systems Services & Support	Fuel Services
JDS Tank Testing & Repair	10612 Lexington St	Stanton, CA	5+	16	Fuel Tank System Testing and Services Support	Fuel Services
FPS Facilities Protection Systems	1150 W. Central Ave., Suite D	Brea, CA	25+	32	Fire Suppression Systems Service Support	Manufacturer Authorized agent
Airwave Communications Enterprises	2727 Supply Avenue	Commerce, CA	50+	40	Site Services, Shelter and Tower Services Support	Authorized Motorola Service Partner

CONTRACTOR	ADDRESS	CITY	STAFF	YEARS IN BUSINESS	SERVICES PROVIDED	NOTES
CTI Products	1211 W Sharon Rd	Cincinnati, OH	50+	50	Console/Radio Interface Systems	OEM
West Coast Energy Systems, LLC	7 Latitude Way	Corona, CA	50+	25	Generator and ATS Services Support (SPH)	Generac OEM Agent
Bay City Electric Works	8647 Helms Ave	Rancho Cucamonga, CA	100+	25	Generator and Services (PMT) and DPF Services	Kohler OEM Agent

## K. CHANGE REQUEST AND MANAGEMENT PROCEDURE

The Motorola Change Management process is a standardized process and set of procedures that are used for efficiently managing changes in a customer network. Change Management (CHGs) should be used to document ALL planned work, including Routine and Preventive Maintenance (PM), Software Upgrades, Hardware replacements (power supplies, GPS Antennas, etc.). This process is subject to change as mutually agreed upon between LA-RICS and MSI.

CHGs ‘suppress’ alarms generated as a result of planned work, thus reducing false dispatches, escalations and overall incident creation.

CHG’s can be initiated for some requests by Motorola FSO technicians via the Motorola - Mobile OSS application, as well as via telephone to the Motorola CMSO Service Desk (800-814-0601) or via email via to: [dispatch@motorolasolutions.com](mailto:dispatch@motorolasolutions.com).

CHG’s are not visible in Customer Hub, but can be emailed or send via SMS to the appropriate parties by the NOC / Service Desk.

For specifics on the door alarm CHG procedure, see the latest version of the “LA-RICS - MOTOROLA SITE ENTRY - CHANGE REQUEST PROCESS (CHG)” document which can be updated upon mutual agreement between LA-RICS and MSI.

## L. EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner (unless it became defective or damaged by Motorola or its agents); use not in compliance with applicable industry



standards; excessive wear and tear not caused by Motorola or its agent; or accident not caused by Motorola or its agents, accidental spill of liquids not caused by Motorola or its agents, neglect not caused by Motorola or its agents, acts of God or other force majeure events.

Unless specifically included in the Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading of Equipment; Exhibit D, Section 6 of the Agreement of the "Exclusion of Implied Warranties" further defines Maintenance exclusions.

Motorola has no obligations for any non-Motorola provided transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Motorola will not be responsible for any weed abatement.

Motorola will not be responsible for any rodent and insect remediation not caused by a deficiency of MSI installed equipment and enclosures.

Motorola will not be responsible to pay for and/or renew any standard equipment permits (CUPA, AQMD, CERS).

Door Alarms reported are for information only to LA-RICS. Motorola will report when a Motorola Tech and/or a Motorola subcontractor is on site.

Fuel polishing for sites under 4200' will not be included in the LMR System Maintenance plan every year but will be done every other year.



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

---

This Amendment Number One Hundred Twenty-Three (together with all exhibits, attachments, and schedules hereto, "Amendment No. 123") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October \_\_\_\_\_ 2024, based on the following recitals:

**RECITALS**

Whereas, the 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").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 122.

Whereas, the Authority and the Contractor desire to further amend the Agreement to: (a) include an ASTRO 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity (hereinafter referred to as "LMR System SUA" or "SUA for the LMR System") into the scope of Phase 5 (LMR System Maintenance); (b) include a six (6) year Term in connection with the LMR System SUA for Phase 5 (LMR System Maintenance) for a total amount of \$22,574,107, which will commence on November 17, 2024 and conclude on November 16, 2030; (c) reflect Year 1 of the LMR System SUA is in the amount of \$3,613,523, and will commence on November 17, 2024 and conclude on November 16, 2025; (d) remove the Software Maintenance costs for Years 2 through 6 in the amount of \$2,400,655 as these costs are now covered by and subsumed in the LMR System SUA; (e) include certain costs funded by the UASI Approval Authority to finish interconnection work required to achieve interoperability in the amount of \$1,740,000; (f) reflect a net increase to the Maximum Contract Sum in the amount of \$21,913,452 from \$216,543,576 to \$238,448,028; and lastly (f) make other certain changes as set forth in this Amendment No. 123.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 123, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are 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 Agreement. Unless otherwise noted, section references in this Amendment No. 123 refer to sections of the Agreement, as amended by this Amendment No. 123.

2. Inclusion of ASTRO 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity as part of Phase 5 (LMR System Maintenance) for the LMR System. The parties agree and acknowledge the Contractor will provide Astro 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity for the LMR System, hereinafter referred to as "LMR System SUA or SUA for the LMR System," for a period of six (6) years. Such LMR System SUA Work will form part of the scope of Phase 5 (LMR System Maintenance) Maintenance Work and will be performed in accordance with the Agreement, Exhibit A (Statement of Work), Exhibit B (LMR System Specifications), Exhibit D (LMR System Maintenance and Warranty), and the LMR System SUA, which is attached to this Amendment No. 123 as part of Exhibit D (LMR System Maintenance and Warranty).
  
3. Inclusion of the LMR System SUA for a Six (6) Year Term. Pursuant to this Amendment No. 123, the Authority and Contractor agree and acknowledge the Authority will include a six (6) year Term in connection with the LMR System SUA, which will commence on November 17, 2024 and conclude on November 16, 2030. The Contractor will perform such LMR System SUA Work in accordance with the Agreement, Exhibit A (Statement of Work), Exhibit B (LMR System Specifications), Exhibit D (LMR System Maintenance and Warranty), and the LMR System SUA, which is attached to this Amendment No. 123 as part of Exhibit D (LMR System Maintenance and Warranty), in exchange for the amounts set forth in in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System), which is also attached to this Amendment No. 123. The Authority will issue a Notice to Proceed (NTP) to the Contractor for each year of the SUA following budget appropriations with the not-to-exceed amounts for each applicable year pursuant to Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System).

Subject to Section 10.1 (Non-Appropriation of Funds) of the Base Agreement, Contractor acknowledges the Authority requires the issuance of an NTP annually as part of the Authority's procurement process. However, the Authority agrees that the issuance or non-issuance of an NTP does not preclude the Authority from its contractual obligations as defined in the Agreement. In the event of termination for non-appropriation of funds, Contractor shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

<b>LMR SYSTEM SUA SIX (6) YEAR TERM</b>		
<b>ITEM</b>	<b>DELIVERABLE</b>	<b>AMOUNT</b>
1.	Conventional Site Controller	\$150,760
2.	Nokia MPLS	\$676,936
3.	Nokia Microwave	\$46,439
4.	CTI	\$268,268
5.	NICE	\$2,255,976



<b>LMR SYSTEM SUA SIX (6) YEAR TERM</b>		
<b>ITEM</b>	<b>DELIVERABLE</b>	<b>AMOUNT</b>
6.	Cybersecurity	\$847,744
7.	SUA II	\$18,327,984
Includes three (3) ISSI Licenses with the Automatic Roaming feature, and required configurations for their use		
<b>TOTAL AMOUNT FOR LMR SYSTEM SUA SIX (6) YEAR TERM</b>		<b>\$22,574,107</b>

4. Interconnections for Interoperability. The parties agree and acknowledge to include certain interconnection Work and corresponding costs, which will be funded by the UASI Approval Authority, to finish interconnection work required to achieve interoperability in the amount of \$1,740,000. The parties further agree and acknowledge the specific details and subscriptions will be mutually developed, finalized, and upon mutual agreement, will be incorporated into the Agreement herein by this reference. Should this occur, the Authority will then issue an NTP for the interconnection scope and corresponding costs set forth in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System), and Contractor shall perform the interconnection work pursuant to the mutually agreed upon specifications.
  
5. LMR System SUA Work. The parties agree and acknowledge that inclusion of the LMR System SUA pursuant to this Amendment No. 123, shall in no way supersede the maintenance requirements set forth in the Agreement. In the event there is a conflict between the LMR System SUA and the maintenance requirements in the Agreement, or any other provision contained in the Agreement, the more stringent provision shall apply.
  
8. Amendments to the Agreement.
  - 8.1 Section 1.3.84 of Section 1.3 (Definitions) of the Base Document of the Agreement is deleted in its entirety and replaced as follows:
    - 1.3.84. "Maintenance Work" means the Maintenance Services, Support Services and LMR System SUA work.
  
  - 8.2 New Section 1.3.136 is added to Section 1.3 (Definitions) of the Base Document of the Agreement as follows:
    - 1.3.136 "LMR System SUA or SUA for the LMR System" means all the ASTRO 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity Work the Contractor will provide to the Authority in accordance with the Agreement, Exhibit A (Statement of Work), Exhibit B (LMR System Specifications), Exhibit D (LMR System Maintenance and

Warranty), and the LMR System SUA, which is attached and incorporated into the Agreement under Amendment No. 123 as part of Exhibit D (LMR System Maintenance and Warranty). Such LMR System SUA forms part of the scope of Phase 5 (LMR System Maintenance) Maintenance Work. Throughout the Agreement, any reference to "Maintenance Work" will include the LMR System SUA Work.

- 8.3 Section 3 (Term) of the Base Document of the Agreement is deleted in its entirety and replaced with the following:

**3. Term**

**3.1. Initial Term and Option Terms**

The initial term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). The Authority may extend the Initial Term of this Agreement for up to fifteen (15) additional consecutive one-year terms (each an "Option Term") in order for Contractor to perform Maintenance Work under Phase 5.

Pursuant to Amendment No. 123, a six (6) year Term for the LMR System SUA has been included into the Agreement and such LMR System SUA Work will form part of Phase 5 (LMR System Maintenance) Maintenance Work. Each year of the six (6) year Term in connection with the LMR System SUA will run concurrently with the Option Terms for Phase 5 (LMR System Maintenance).

Each Option Term shall be exercisable in the sole and unilateral discretion of the Authority in accordance with Section 4.1.2.2 (Unilateral Options). The Authority will endeavor to initiate the process described under Section 4.1.2.2 (Unilateral Options) no later than ninety (90) Days prior to the expiration of the Initial Term or then-current Option Term, but the Authority's failure to initiate such process within such timeframe shall not prevent the Authority from thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

**3.1.1 Year 1 of Phase 5 (LMR System Maintenance) and LMR System SUA**

The Initial Term, inclusive of the Warranty Period, concludes on November 16, 2024. Pursuant to Amendment No. 122 (Unilateral Amendment No. 34), the first Year 1 of the potential fifteen (15) consecutive one-year Option Terms for LMR System Maintenance in connection with Phase 5 (LMR System Maintenance) has been unilaterally exercised. The first Year 1 Option Term will commence on November 17, 2024, and conclude on November 16, 2025.

Pursuant to Amendment No. 123, the LMR System SUA six (6) year Term will commence on November 17, 2024, and conclude on November 16, 2030.

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

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Thirty-Eight Million, Four Hundred Forty-Eight Thousand, Twenty-Eight Dollars (\$238,448,028) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 8.5 Section 24.4.5 of Section 24.4 (Limitation of Liability) of the Base Document of the Agreement, is hereby deleted in its entirety and replaced with the following:

**24.4.5 Limitation of Liability for Phase 5 (LMR System Maintenance)**

For all Phase 5 work, the limitation of liability shall be 1.75 times the annual Maintenance Fees set forth in Exhibit C (Schedule of Payments). For Year 1 of Phase 5 (LMR System Maintenance), that amount is Forty-Five Million, Four Hundred Three Thousand, Seven Hundred Eighty-Nine Dollars (\$45,403,789) (i.e.  $\$25,945,002 \times 1.75 = \$45,403,789$ ).

9. Amendments to Agreement Exhibits.

- 9.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 123 and incorporated into the Agreement herein by this reference. The new Exhibit C.1 reflects the exercised Unilateral Option Sum for Year 1 of LMR

- System SUA as part of Phase 5 (LMR System Maintenance) made payable as a Contract Sum.
- 9.2 Exhibit C.6 (LMR System Maintenance) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.6 (LMR System Maintenance), which is attached to this Amendment No. 123 and incorporated into the Agreement herein by this reference. The revised Exhibit C.6 reflects the removal of Software Maintenance for Years 2 – 6 as these costs are now covered by and subsumed in the LMR System SUA.
- 9.3 New Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System) is added to Exhibit C (Schedule of Payments) to reflect LMR System SUA costs for a six (6) year Term, as well as certain interconnection costs, which is attached to this Amendment No. 123 and incorporated herein by this reference.
- 9.4 Exhibit D (LMR System Maintenance and Warranty) is revised to include **Attachment A** (ASTRO 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity), referred to as the LMR System SUA, to reflect the scope of SUA services MSI will provide the Authority, which is attached to this Amendment No. 123, and incorporated into the Agreement herein by this reference.
10. This Amendment No. 123 shall become effective as of the date identified in the recitals, which is the date upon which:
- 10.1 An authorized agent of the Contractor has executed this Amendment No. 123;
- 10.2 Counsel to the Authority has approved this Amendment No. 123 as to form;
- 10.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 123;
- 10.4 The Executive Director of the Authority has executed this Amendment No. 123.
11. Except as expressly provided in this Amendment No. 123, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
12. Contractor and the person executing this Amendment No. 123 on behalf of Contractor represent and warrant that the person executing this Amendment No. 123 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 123, and

- that all requirements of Contractor to provide such actual authority have been fulfilled.
13. This Amendment No. 123 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 ONE HUNDRED TWENTY-THREE**  
**TO AGREEMENT NO. LA-RICS 007**  
**FOR**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM**  
**LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 123 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: \_\_\_\_\_  
  
Scott Lees  
West Region Vice President

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

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
  
Truc L. Moore  
Principal Deputy County Counsel

**EXHIBIT C.1 - SCHEDULE OF PAYMENTS  
LMR SYSTEM PAYMENT SUMMARY**

Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
<b>LMR SYSTEM PHASES 1 THROUGH 4</b>				
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (PHASES 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,163,724</b>	<b>\$ 13,505,169</b>	<b>\$ 148,658,553</b>
<b>PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS</b>				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 49,486,774	\$ 3,370,915	\$ -	\$ 49,486,774
LMR System SUA (6 Years)	\$ -	\$ 22,574,107	\$ -	\$ 22,574,107
<b>TOTAL (PHASES 1 to 5):</b>	<b>\$ 49,486,774</b>	<b>\$ 165,534,639</b>	<b>\$ 13,505,169</b>	<b>\$ 198,145,327</b>
<b>ADDITIVE ALTERNATES</b>				
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
Mandatory Building Coverage Additive Alternate	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
Metrorail Coverage Additive Alternate	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
LMR System Maintenance for Additive Alternates	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
<b>ADDITIONAL/SUPPLEMENTAL</b>				
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,674,070	\$ 358,021	\$ 3,316,050
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 1,740,000		\$ 1,740,000
<b>SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:</b>	<b>\$ 124,141,211</b>	<b>\$ 204,860,013</b>	<b>\$ 21,693,937</b>	<b>\$ 303,936,370</b>
<b>TOTAL CONTRACT SUM:</b>		<b>\$204,860,013</b>		
<b>LMR Discounts</b> <sup>(Note 2)</sup>		<b>-\$17,202,758</b>		
<b>MAXIMUM CONTRACT SUM</b> (Total Unilateral Option Sum plus Total Contract Sum):		<b>\$238,448,028</b>		

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

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

## EXHIBIT C.6 - SCHEDULE OF PAYMENTS PHASE 5 - LMR SYSTEM MAINTENANCE

Deliverable B.5	Annual Unilateral Option Sum															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	Moved to Contract Sum	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 15,601,461
ACVRS Maintenance	Moved to Contract Sum	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 8,346,505
LARTCS Maintenance	Moved to Contract Sum	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 8,418,552
NMDN Maintenance	Moved to Contract Sum	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 4,320,283
Console Maintenance	Moved to Contract Sum	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 95,248
Logging Recorder Maintenance	Moved to Contract Sum	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 858,480
Site Interconnection/Backhaul Subsystem Maintenance	Moved to Contract Sum	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 5,601,486
System Mgmt./Monitoring Subsystem Maintenance	Moved to Contract Sum	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 3,035,709
Inventory/Maint. Tracking Subsystem Maintenance	Moved to Contract Sum	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 915,091
Software Maintenance	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	\$ 320,087	\$ 320,087	\$ 266,739	\$ 266,739	\$ 266,739	\$ 213,392	\$ 213,392	\$ 213,392	\$ 213,392	\$ 2,293,959
<b>Total for Phase 5 - LMR System Maintenance*:</b>	\$ -	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,691,003	\$ 3,691,003	\$ 3,637,655	\$ 3,637,655	\$ 3,637,655	\$ 3,584,307	\$ 3,584,307	\$ 3,584,307	\$ 3,584,307	\$ 49,486,774

Deliverable B.5	Annual Contract Sum - Annual Payable Amount															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	\$ 1,114,390	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,114,390
ACVRS Maintenance	\$ 596,179	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 596,179
LARTCS Maintenance	\$ 601,325	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 601,325
NMDN Maintenance	\$ 308,592	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 308,592
Console Maintenance	\$ 6,803	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,803
Logging Recorder Maintenance	\$ 61,320	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 61,320
Site Interconnection/Backhaul Subsystem Maintenance	\$ 400,106	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,106
System Mgmt./Monitoring Subsystem Maintenance	\$ 216,836	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 216,836
Inventory/Maint. Tracking Subsystem Maintenance	\$ 65,364	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 65,364
Software Maintenance	Covered by SUA	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total for Phase 5 - LMR System Maintenance*:</b>	\$ 3,370,915	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,370,915

\*Remaining Phase 5 costs are contained in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System)



**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.25 - SYSTEM UPGRADE AGREEMENT (SUA) FOR THE LMR SYSTEM**  
 (Six Year SUA Total including Hardware Migrations, Third Party and Cybersecurity Pursuant to Amendment No. 123 and LMR System SUA)

<b>SYSTEM UPGRADE AGREEMENT (SUA) COST FOR PHASE 5 (LMR SYSTEM MAINTENANCE)</b>								
ITEM	DELIVERABLE	SERVICE PERIOD						CONTRACT SUM PAYABLE AMOUNT
		YEAR 1 11/17/24 - 11/16/25	YEAR 2 11/17/25 - 11/16/26	YEAR 3 11/17/26 - 11/16/27	YEAR 4 11/17/27 - 11/16/28	YEAR 5 11/17/28 - 11/16/29	YEAR 6 11/17/29 - 11/16/30	
1	Conventional Site Controller	--	\$150,760	--	--	--	--	\$150,760
2	Nokia MPLS	\$102,056	\$106,139	\$110,384	\$114,799	\$119,391	\$124,167	\$676,936
3	Nokia Microwave	\$6,747	\$7,111	\$7,499	\$7,911	\$8,351	\$8,820	\$46,439
4	CTI	\$34,991	\$42,449	\$40,155	\$48,709	\$46,071	\$55,893	\$268,268
5	NICE	\$333,542	\$336,839	\$360,068	\$383,297	\$407,991	\$434,239	\$2,255,976
6	Cybersecurity	\$213,232	\$117,148	\$121,834	\$126,707	\$131,776	\$137,047	\$847,744
7	SUA II	\$2,922,955	\$2,972,894	\$3,024,831	\$3,078,844	\$3,135,019	\$3,193,441	\$18,327,984
Includes three (3) ISSI Licenses with the Automatic Roaming feature, and required configurations for their use								
<b>TOTAL SUA AMOUNT PER SERVICE PERIOD:</b>		<b>\$3,613,523</b>	<b>\$3,733,340</b>	<b>\$3,664,771</b>	<b>\$3,760,267</b>	<b>\$3,848,599</b>	<b>\$3,953,607</b>	<b>\$22,574,107</b>
<b>TOTAL SUA AMOUNT FOR ALL SIX (6) YEAR SERVICE PERIODS*:</b>								<b>\$22,574,107</b>

\*Remaining Phase 5 costs are contained in Exhibit C.6 (LMR System Maintenance)

<b>INTERCONNECTIONS FOR UASI APPROVAL AUTHORITY (AA)</b>		
ITEM	DELIVERABLE	CONTRACT SUM PAYABLE AMOUNT
1	One (1) Premium Critical Connect Solution and configuration(s)** (CalOES and surrounding counties)	\$1,300,000
2	Upgrade two (2) Manual Roaming to Auto Roaming (\$125,000 each)	\$250,000
3	Dedicated priority circuit costs (3-year grant term) (\$30,000 per year)	\$90,000
4	Mutual Aid Roaming Licenses for 50,000 Licenses	\$100,000
<b>TOTAL FOR INTERCONNECTIONS FOR UASI AA:</b>		<b>\$1,740,000</b>

\*\*MSI will ensure the setup of Critical Connect includes all configuration/connectivity required for SmartConnect, which will be executed by the Authority under a separate mutually agreed upon Amendment.



# **ASTRO 25 and Third Party System Upgrade Agreement with Hardware Upgrades and Cybersecurity**

## Table of Contents

### Section 1

<b>ASTRO® System Upgrade Agreement .....</b>	<b>1</b>
<b>1.1 Overview .....</b>	<b>1</b>
<b>1.2 Scope .....</b>	<b>1</b>
<b>1.3 Inclusions.....</b>	<b>2</b>
1.3.1 System Upgrades .....	2
1.3.2 Subscriber Radio Software.....	2
<b>1.4 Limitations and Exclusions .....</b>	<b>3</b>
1.4.1 Platform Migrations .....	3
1.4.2 Non-Standard Configurations.....	3
1.4.3 System Expansions and New Features .....	3
1.4.4 Cloud Technology .....	4
1.4.5 Subscriber Radio Software.....	4
<b>1.5 General Statement of Work for System Upgrades .....</b>	<b>4</b>
1.5.1 Upgrade Planning and Preparation .....	4
1.5.2 System Readiness Checkpoint .....	5
1.5.3 System Upgrade.....	6
1.5.4 Upgrade Completion .....	6
<b>1.6 Special Provisions.....</b>	<b>6</b>

### Section 2

<b>ASTRO® System Hardware Upgrades.....</b>	<b>8</b>
<b>2.1 Overview .....</b>	<b>8</b>
<b>2.2 DSC 8000 Conventional Site Controller .....</b>	<b>8</b>
<b>2.3 Assumptions.....</b>	<b>9</b>
2.3.1 SOLUTION DESIGN ASSUMPTIONS AND CLARIFICATIONS .....	9
<b>2.4 Statement of Work.....</b>	<b>9</b>
2.4.1 Contractor Responsibilities.....	9
2.4.2 LA-RICS Responsibilities .....	10
<b>2.5 Equipment List.....</b>	<b>10</b>
2.5.1 Conventional Site Controller.....	10

### Section 3

<b>ASTRO® System Third Party System Upgrade Agreement.....</b>	<b>12</b>
<b>3.1 Overview .....</b>	<b>12</b>
<b>3.2 Nokia .....</b>	<b>12</b>
3.2.1 Deliverables.....	12
3.2.2 Microwave .....	12
3.2.3 MPLS.....	12
<b>3.3 CTI .....</b>	<b>13</b>

**3.4 NICE..... 13**

**Section 4**

**ASTRO® Managed Detection and Response- Cybersecurity Services ..... 15**

- 4.1 Solution Overview ..... 15**
  - 4.1.1 Site Information ..... 15
- 4.2 Service Description ..... 16**
  - 4.2.1 Managed Detection and Response Elements ..... 16
  - 4.2.2 Service Modules ..... 20
  - 4.2.3 Security Operations Center Services ..... 21
- 4.3 Statement of Work ..... 21**
  - 4.3.1 Overview ..... 21
  - 4.3.2 Description of Service ..... 21
  - 4.3.3 General Responsibilities ..... 22
  - 4.3.4 Service Modules ..... 24
  - 4.3.5 Security Operations Center Monitoring and Support ..... 25
  - 4.3.6 Limitations and Exclusion ..... 30
  - 4.3.7 Service Limitations ..... 31
  - 4.3.8 Processing of Authority Data in the United States and/or other Locations ..... 31
  - 4.3.9 Authority and Third-Party Information ..... 31
  - 4.3.10 Third-Party Software and Service Providers, including Resale ..... 32

**Section 5**

**ISSI Licenses ..... 33**

- 5.1 Solution Overview ..... 33**
- 5.2 ASTRO 25 ISSI Standards-Based Interoperability Overview ..... 34**
- 5.3 Solution Design ..... 35**
  - 5.3.1 Backhaul Connectivity ..... 35
  - 5.3.2 ISSI Interoperability Scope ..... 35
- Appendix A: ASTRO® System Release Upgrade Paths ..... 36**
- Appendix B: Pricing Summary ..... 37**
- Payment Terms ..... 38**
- Appendix C: SUA Coverage Table ..... 39**
- Appendix D: Contractual Documentation- CSSA ..... 40**
- Appendix E: Contractual Documentation-CSSA Addendum ..... 59**
- Appendix F: Contractual Documentation-Cybersecurity Addendum ..... 63**

# Section 1

# ASTRO® System Upgrade Agreement

## 1.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, the customer, in this case Los Angeles Regional Interoperable Communication System Authority ("Authority" or "LA-RICS") is able to take advantage of new functionality and security features while extending the operational life of the LMR System provided by Motorola Solutions, Inc. ("Contractor") pursuant to Agreement No. LA-RICS 007 between Authority and Contractor ("LMR Agreement").

This System Upgrade Agreement (SUA), including all of its subsections and attachments, forms a part of Contractor's LMR System Maintenance Work requirements, and is an integral part of the LMR Agreement between Contractor and the Authority.

The Authority is required to keep the LMR System within a standard support period as described in Contractor's [Software Support Policy \(SwSP\)](#).

## 1.2 Scope

As system releases become available, Contractor agrees to provide the Authority with the software, hardware, and implementation services required to execute up to one LMR System infrastructure upgrade ("System Upgrade") in each eligible System Upgrade window over the term of this SUA. The term of the SUA is listed in Table 1-1: SUA Term and Section 3 (Term) as amended and restated pursuant to Amendment No. 123 to the LMR Agreement . The eligible System Upgrade windows and their duration are illustrated in Table 1-2: Eligible System Upgrade Window.

If needed to perform the System Upgrade, Contractor will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Authority. At Contractor's option, new system releases may introduce new features or enhancements that Contractor may offer separately for purchase, if such new features or enhancements were otherwise not required to be provided as part of this SUA or other requirements for LMR System Maintenance Work.

**Table 1-1: SUA Term**

<b>Duration</b>	<b>Six Year(s)</b>
-----------------	--------------------

**Table 1-2: Eligible System Upgrade Window**

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration: 2024-2025	Duration: 2026-2027	Duration: 2028-2029

The methodology for executing each System Upgrade is described in [Section 1.5: General Statement of Work for System Upgrades](#)). ASTRO® SUA pricing is based on the system configuration outlined in [Appendix C: SUA Coverage Table](#). This configuration is to be reviewed annually from the SUA effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The firm-fixed price provided for ASTRO® SUA requires the Authority to choose a certified System Upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Authority elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Authority understands that additional fees may be needed to complete the implementation of the System Upgrade. In this case, Contractor will provide a price quotation for any additional materials and services necessary for the Authority's review, consideration and approval prior to Contractor proceeding with this work.

## 1.3 Inclusions

Refer to [Table C-6: SUA Coverage Table](#) for more detailed information on the SUA inclusions referenced in this section.

### 1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix C: SUA Coverage Table](#) and does not cover all products. All other products in the LMR System not covered by this SUA that were purchased from Contractor are otherwise covered by the LMR Agreement. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Authority to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

### 1.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to [Section 1.4.5](#) (Subscriber Radio Software) for further clarification on coverage.

## 1.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this section.

**Table 1-3: Excluded Items Matrix**

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	Genesis, Verint, NICE *
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	Multiplexers, Microwave, MPLS *
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Authority-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

\*Note: MPLS, Microwave and NICE are covered in the Third-Party SUA which is in Section 3: ASTRO® System Third Party System Upgrade Agreement.

### 1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

### 1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Contractor Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Authority acknowledges that if the LMR System has a special product feature it may be overwritten by the Software Upgrade. Restoration of that feature is included in the coverage of this SOW if such feature was purchased and provided by Contractor, and Contractor will work with Authority to restore it, at minimum, to its prior operating condition.

### 1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed

to in writing by Contractor. This exclusion applies to, but is not limited to, system expansions and new features.

## 1.4.4 Cloud Technology

Support for Authority-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Authority specific compliance requirements are not included.

## 1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Authority's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Authority's ASTRO® system configuration. Contractor will notify the Authority if there is an incompatibility ninety (90) days in advance of any software update.

# 1.5 General Statement of Work for System Upgrades

## 1.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 1.5.1.1 Contractor Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Authority provided hardware that is not covered under this SUA, or where the Authority will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Authority of probable impact to LMR System users during the actual field upgrade implementation.
- If applicable, advise the Authority on the network connection specifications necessary to perform the System Upgrade.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Contractor and Authority for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.



- When applicable, provide access to cloud training videos, frequently asked questions, and help guides.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to the LMR System as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Contractor will provide this training only once per System Upgrade.
- Install the security patches, antivirus upgrades and perform the labor necessary to address any security upgrades backlog accumulation identified in [Section 1.5.1.1 Motorola Responsibilities](#), if applicable. The installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Contractor, pursuant to its LMR System Maintenance Work obligations contained in the LMR Agreement.

### 1.5.1.2 Authority Responsibilities

- Contact Contractor to schedule a System Upgrade and provide necessary information requested by Contractor to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Contractor that will require the system release upgrade software.
- If applicable, provide network connectivity at the zone core site(s) for Contractor to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Contractor will provide the network connection specifications, as listed in [Section 1.5.1.1 \(Contractor Responsibilities\)](#). Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Authority may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the LMR System during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Contractor, Authority will provide a complete serial and model number list of the equipment.
- Identify any Authority specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal customers or other government customer standards. Contractor makes no representations as to the compliance of ASTRO® SUA with any Authority specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

## 1.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

### 1.5.2.1 Contractor Responsibilities

- Perform appropriate system backups.
- Work with the Authority to validate that all system maintenance is current.
- Work with the Authority to validate that all available security patches and antivirus upgrades have been upgraded on the Authority's LMR System.

### 1.5.2.2 Authority Responsibilities

- Coordinate with Contractor, as needed, for Contractor to perform Contractor Responsibilities listed in Section 1.5.2.1: Contractor Responsibilities.

## 1.5.3 System Upgrade

### 1.5.3.1 Contractor Responsibilities

- Perform System Upgrade for the LMR System elements outlined in this SOW.

### 1.5.3.2 Authority Responsibilities

- Inform LMR System users of Software Upgrade plans and scheduled LMR System downtime.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide Software Upgrade services.

## 1.5.4 Upgrade Completion

### 1.5.4.1 Contractor Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.

### 1.5.4.2 Authority Responsibilities

- Cooperate with Contractor in efforts to complete any post upgrade punch list items as needed.

## 1.6 Special Provisions

The SUA does not extend to Authority-provided software and hardware not purchased through Contractor. Contractor makes no warrants or commitments about adapting its standard system releases to accommodate Authority implemented equipment not purchased through Contractor. If during the course of a System Upgrade, it is determined that Authority provided software and/or hardware not purchased through Contractor does not function properly, Contractor will notify the Authority of the limitations. The Authority is responsible for any costs and liabilities associated with making the Authority-provided software and/or hardware not purchased through Contractor, work with the standard Contractor system release. This includes, but is not limited to, Contractor's costs for the

deployment of resources to implement the upgrade once the limitations have been resolved by the Authority.

Any Contractor software, including any system releases, is licensed to Authority solely in accordance with the applicable sections of the LMR Agreement and any Contractor Software License Agreement the Authority agrees to. Any non-Contractor Software is licensed to Authority in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Contractor the right to sublicense the Non-Contractor Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Contractor makes no representations or warranties of any kind regarding non-Contractor Software, but will be ultimately responsible to the Authority for any non-performance of such non-Contractor Software that was selected by Contractor for the Authority's use. Non-Contractor Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Contractor no longer supports the ASTRO® software version in the Authority's system or discontinues the ASTRO® SUA program. In either case, Contractor will refund to Authority any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Authority cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Contractor reserves the right to charge the Authority a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Contractor Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Authority terminates, except if Contractor is the defaulting party, the Authority will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

## Section 2

# ASTRO® System Hardware Upgrades

## 2.1 Overview

Over the course of the ASTRO® System Upgrade Agreement (SUA) service being proposed, LA-RICS will require a hardware replacement in order to extend the operational life of the LMR System.

The hardware replacements are due to the end of support occurring during the six (6) year period of this SUA. Two Conventional Site Controllers at the two dispatch locations will be replaced with next generation equipment.

## 2.2 DSC 8000 Conventional Site Controller

Contractor is proposing to migrate the existing GCP 8000 Conventional Site Controllers with DSC 8000 Conventional Site Controllers at LMR Sites FCCF and SCC. This migration will prepare LA-RICS for the foreseeable ASTRO System Upgrades.

### FEATURE OVERVIEW

The DSC 8000 Conventional Site Controller is used in ASTRO 25 systems as the fallback controller for consoles in simplified cores. The DSC 8000 Conventional Site Controller platform replaces the GCP 8000 Conventional Site Controller and provides its full call processing functionality.

The DSC 8000 controller is a new computing platform developed by Contractor, and it consists of a server and an embedded LAN switch providing more processing power and additional ports. Powered by an external AC power supply, the DSC 8000 controller provides enhanced security capabilities and a refreshed configuration interface to streamline installation and maintenance.

**Figure 2-2:** DSC 8000 Platform Diagram



## 2.3 Assumptions

Contractor has identified the following assumptions during the development of the LMR System's technical and service design for this SUA, based upon our understanding of LA-RICS' existing LMR System and the services to be provided. Contractor has assumed the following:

### 2.3.1 SOLUTION DESIGN ASSUMPTIONS AND CLARIFICATIONS

- Unless specifically stated otherwise herein, this SUA does not address modifications, upgrades, or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- SUA II funded upgrades of the existing site equipment may be conducted in conjunction with the effort described in this SUA. It is also assumed that the project will be executed as one continuous implementation in order to ensure timely migration of the DSC 8000 Conventional Site Controllers.
- No coverage testing or guarantees are included in this SUA.
- Upgrades to LA-RICS' TRAK frequency standard, MPLS routers, Microwave infrastructure, and AC and DC power sources are out of the scope of this SUA. It is assumed that these subsystems are operational and ready to interface with the proposed equipment.
- It is assumed that there is sufficient rack space and R56 compliant grounding points to install the new equipment.

## 2.4 Statement of Work

### 2.4.1 Contractor Responsibilities

- Perform the installation of the Contractor Solutions-supplied equipment described above and within the parameters set-forth by Contractor's R56 standards and guidelines.
- Schedule the implementation in agreement with LA-RICS
- Coordinate the activities of all Contractor Solutions subcontractors under this contract
- Administer safe work procedures for installation
- Provide LA-RICS with the appropriate system interconnect specifications.
- Transport equipment between the Authority warehouse and the installation site.
- Provide and install all cabling required for the site hardware.
- Provide and apply labeling to equipment, racks, and cables that are field installed.

#### 2.4.1.1 For each Dispatch Site

- Receive and inventory equipment from EEC (Staging).
- Install one (1) rack of conventional site controller equipment at Authority site.
- Connect rack PDU to Authority-provided power.
- Connect rack mount ground bar to equipment room ground.

- Following testing and commissioning of the conventional site controller, remove GCP 8000 Site Controllers.

## 2.4.2 LA-RICS Responsibilities

- LA-RICS will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Provide all buildings for equipment installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment
- Ensure sites meet R56 standards and guidelines.
- Provide site access or permitting required for project implementation.
- Provide Ethernet cabling between console positions and backroom equipment.
- Provide any required system interconnections between locations.
- Coordinate the activities of all LA-RICS vendors or other contractors.
- Ensure demarcation for power is at top of rack
- LA-RICS is responsible for subscriber installs and programming
- LA-RICS is responsible for FCC licensing and frequencies
- Any backhaul requirements are the Authority’s responsibility
- Any site/location upgrades or modifications are the responsibility of LA-RICS.

## 2.5 Equipment List

### 2.5.1 Conventional Site Controller

Qty	Item	Description
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	CA03832AA	ADD: NM/DISPATCH SITE
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	T8811	DSC AC POWER SUPPLY CHASSIS
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	CA03832AA	ADD: NM/DISPATCH SITE
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	T8811	DSC AC POWER SUPPLY CHASSIS

Qty	Item	Description
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT

## Section 3

# ASTRO® System Third Party System Upgrade Agreement

## 3.1 Overview

Over the course of the ASTRO® System Upgrade Agreement (SUA) six (6) year service, LA-RICS will also require third party infrastructure to have the latest software in order to extend the operational life of the LMR System.

This third party infrastructure includes Nokia MPLS, Nokia Microwave, NICE and CTI.

**Note:** NEC Microwave currently in place will not have any further software updates due to product end of life.

## 3.2 Nokia

### 3.2.1 Deliverables

Nokia will make available all Feature Releases of Software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications as applicable.

Provide, as may be available, and in Nokia's sole discretion, any Patch Releases and Maintenance Releases for the Products. Software is provided via Internet download at the Nokia support portal.

Provide the associated Release Notes applicable to the Software and Hardware revisions supported by the Feature Release and a list of all changes and additions to the latest release. Any procedural updates that are impacted by the Feature Release will also be provided.

License Terms of Patch Releases and Maintenance Releases: All Software that is provided in connection with the Services is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

### 3.2.2 Microwave

Nokia software updates will cover the six hops of Microwave equipment at Catalina Island and the Wavence software which runs on said equipment.

### 3.2.3 MPLS

Nokia software is made available for the following MPLS equipment:



Product Name	Quantity
7705 SAR-8	64
7705 SAR-18	3
NSP (NFM-P)	1

\*Note: The backhaul switch in place today, the Nokia OmniSwitch, will not have any further updates available due to end of support.

### 3.3 CTI

The SUA covers the MCN Server 8000 and corresponding Client software at the FCCF and SCC Dispatch Sites. There are a total of 3 clients at FCCF and 4 at SCC. The SUA includes all Major Version Upgrades released during the Support period as well as Minor Version Upgrades that are relevant to Authority's LMR System. Major upgrades will occur every two years and Minor upgrades typically 3-4 times a year. CTI will provide remote support for updates and upgrades with Contractor personnel onsite. Support is provided during normal CTI business days 9:00 am - 5:00 pm Eastern.

### 3.4 NICE

Expectation is the first upgrade will be delivered in 2025/2026 or the second year of the start of the SUA. The ASTRO Radio Loggers are integrated into the Contractor ASTRO Radio Network. When there is an upgrade to the ASTRO Radio System, it is expected that there will be corresponding changes to the ASTRO Radio Loggers. Equally important, the Radio Logger upgrades are tied to the cadence of the ASTRO Radio System Upgrades.

#### 3.4.1.1 Solution Scope

The following table represents the NICE solution in place at LA-RICS today and what is covered with the SUA.

Product Name	Quantity
Parallel NIR Recorders Base Bundle with HP G10	5
NIR Logging Backup/Replacement Server with HP G10	6
HP G11 Server Uplift	16
Inform Professional channel license	600
APCO P25 TR Channel Premium	600
Evidence Compliance PACK (Organizer and Media Player)	600
Redundant Inform Professional Audio Recording channel license	600
HP 6TB 6G SAS HDD for Gen10 ML350 or DL380	16

#### 3.4.1.2 NICE Implementation Tasks and Responsibilities

- Upgrade NICE and Anti-Virus software on the IP Radio Logger
- Apply Motopatch to the IP Radio Logger and AIS

- Join the IP Radio Logger and AIS to the RNI network Domain
- Upgrade NICE and Anti-Virus software on the AIS
- Upgrade NICE and Anti-Virus software on the playback workstations on the RNI
- Apply Motopatch to the playback workstation on the RNI
- Join the playback workstation to the RNI network Domain
- Perform and complete the LMR System ITP
- User Training is included when the NICE Inform User Application software is upgraded to a new version. Training is two days of Inform Refresh on what has changed, delivered remotely. Up to 6 participants per class, thus 12 users over the two days.

Please note: The Authority is responsible for providing power and an operating environment that allows the hardware to function within factory specifications and tolerances. This will be outlined in more detail the site-prep requirements document, supplied during the kick-off meeting.

## Section 4

# ASTRO® Managed Detection and Response- Cybersecurity Services

## 4.1 Solution Overview

In addition to Contractor responding to and handling Security Incidents as provided for in the LMR Agreement, including at Section 37.2.4 (Contractor Security Designees) and Section 47.3 (Security), Contractor will provide the proposed cybersecurity Managed Detection and Response (MDR) services for the Authority.

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. Contractor will provide access to its ActiveEye<sup>SM</sup> Security Platform, along with 24x7 support from specialized security technologists, who will monitor the Authority's mission critical LMR System against threat and intrusion.

The following ASTRO® 25 MDR features and services are included in this SUA:

- **ActiveEye<sup>SM</sup> Managed Detection and Response Elements**
  - ActiveEye<sup>SM</sup> Security Management Platform
  - ActiveEye<sup>SM</sup> Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - Attack Surface Management
- **Security Operations Center Monitoring and Support**

### 4.1.1 Site Information

The following site information is included in the scope of this SUA:

**Table 4-1: Site Information**

Site / Location	Quantity
Core Site	1
DSR	1
Control Room CEN	1

Site / Location	Quantity
Remote CEN	2
Network Management Clients	15
Dispatch Consoles	13
AIS	10
CEN Endpoints	30

### Services Included

The ActiveEye<sup>SM</sup> service modules included in this SUA are shown in the tables below. The Network Environment column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

**Table 4-2: Service Modules**

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN
Network Detection	Up to 1 Gbps per sensor port	RNI CEN

## 4.2 Service Description

Managed Detection and Response is performed by Contractor’s Security Operations Center (SOC) using the ActiveEye<sup>SM</sup> security platform. The SOC’s cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Authority engagement. Authority engagements may include, but are not limited to: requesting additional information from the Authority, continuing to monitor the event for further development, or informing the Authority to enact the Authority’s documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Authority’s ASTRO 25 network and applicable Authority Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Authority’s network.

### 4.2.1 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

### 4.2.1.1 ActiveEye<sup>SM</sup> Security Platform

Contractor’s ActiveEye<sup>SM</sup> security platform collects and analyzes security event streams from ActiveEye<sup>SM</sup> Remote Security Sensors (AERSS) in the Authority’s ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

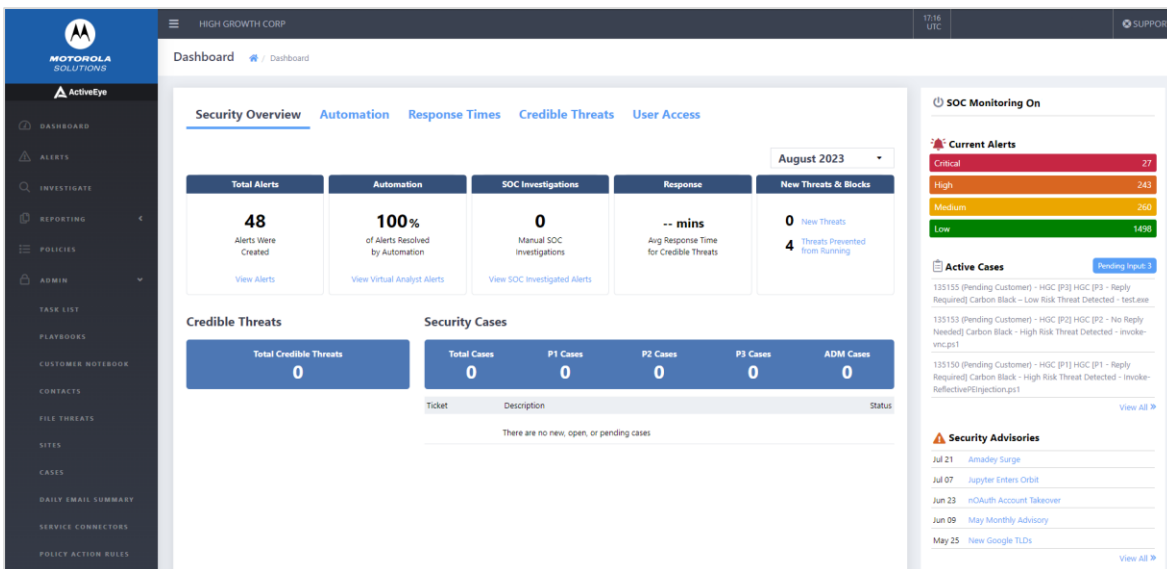
The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Authority will receive access to the ActiveEye<sup>SM</sup> platform as part of this service. ActiveEye<sup>SM</sup> will serve as a single interface to display system security information. Using ActiveEye<sup>SM</sup>, the Authority will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

### 4.2.1.2 ActiveEye<sup>SM</sup> Managed Security Portal

The ActiveEye<sup>SM</sup> Managed Security Portal will synchronize security efforts between the Authority and Contractor. From this central point, the Authority will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.



**Figure 4-1: ActiveEye<sup>SM</sup> Portal**

### Dashboard

Key information in the ActiveEye<sup>SM</sup> Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

## Security Cases

When the Authority and Contractor identify a threat, the SOC will create a security case. Through the ActiveEye<sup>SM</sup> Portal, the Authority can view details of current or past cases, create new cases, or respond to ongoing cases.

## Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye<sup>SM</sup> records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye<sup>SM</sup> Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye<sup>SM</sup> Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

## Investigations and Reporting

ActiveEye<sup>SM</sup> Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye<sup>SM</sup> Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye<sup>SM</sup> Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye<sup>SM</sup> Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

## Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Authority's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

## Information Sharing

The ActiveEye<sup>SM</sup> Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Authority, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Authority Notebook** - The SOC will use the Authority Notebook to document the Authority's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Authority will jointly manage contact procedures.

## User Access

The ActiveEye<sup>SM</sup> Portal provides the ability to add, update, and remove user access. Every ActiveEye<sup>SM</sup> user can save queries, customize reports, and set up daily email summaries. Users may be given

administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

#### 4.2.1.3 ActiveEye<sup>SM</sup> Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye<sup>SM</sup> platform.

AERSS integrate the ActiveEye<sup>SM</sup> platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Authority must provide to prepare for the AERSS deployment.

**Table 4-3: Site Specification Requirements**

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

#### 4.2.1.4 Internetworking Firewall

Contractor introduces a formalized and centralized Internet connection to the ASTRO<sup>®</sup> 25 system using an Internetworking Firewall. The Internetworking Firewall serves as a security barrier and demarcation point between a master site and the Internet (or a Authority network leading to the Internet). The Internetworking Firewall supports traffic for various ASTRO<sup>®</sup> 25 features that require access to the Internet. The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or Authority network leading to the Internet).

The following are the environmental requirements and specifications the Authority must provide to prepare for the Internetworking Firewall deployment, if one is required.

**Table 4-4: Site Specification Requirements**

Specifications	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)

Specifications	Requirement
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr.
Line Cord	NEMA 5-15P
Internet Service Bandwidth	Bandwidth throughput 10 MB High availability Internet Connection (99.99% (4-9s) or higher). Packet loss < 0.5%. Jitter <10 ms. Delay < 120 ms. RJ45 Port Speed - Auto Negotiate

## 4.2.2 Service Modules

ActiveEye<sup>SM</sup> delivers service capability by integrating one or more service modules. These modules provide ActiveEye<sup>SM</sup> analytics more information to correlate and a clearer vision of events on Authority's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye<sup>SM</sup> service module in detail.

### 4.2.2.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye<sup>SM</sup> platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye<sup>SM</sup> notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye<sup>SM</sup> Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the SUA. A longer time period can be provided if subscribed, see Table 4-2: Service Modules for subscription details.

### 4.2.2.2 Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.



### 4.2.3 Security Operations Center Services

Contractor will deliver SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Contractor's SOC is staffed with security experts who will use ActiveEye<sup>SM</sup> Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Authority.

## 4.3 Statement of Work

### 4.3.1 Overview

In accordance with the terms and conditions of the SUA, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Contractor's Cybersecurity services.

Contractor's ASTRO<sup>®</sup> 25 MDR provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO<sup>®</sup> 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

In order to receive the services as defined within this SOW, the Authority is required to keep the LMR System within a standard support period as described in Contractor's Software Support Policy (SwSP). Contact your local Authority Support Manager for details.

### 4.3.2 Description of Service

#### 4.3.2.1 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

#### Phase 1: Service Onboarding

Following the Effective Date of Amendment No. 123 to the LMR Agreement, Contractor will schedule a service kick-off meeting with the Authority and provide information-gathering documents. This kick-off meeting is conducted remotely at the earliest, mutually available opportunity within 30 days of the Effective Date of Amendment No. 123. Authority is to identify and require participation of key team members in kickoff and project initiation activities.

The Authority will be provisioned onto the ActiveEye<sup>SM</sup> MDR portal and be able to configure key contacts for interaction with the Security Operations team. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within the first 30-day period. The Authority will receive instructions for accessing the

Security Operations Center and Incident Response (IR) teams within the first 30 days. Once access is provisioned, the Authority will receive any assistance required from the IR team.

### **Phase 2: Infrastructure Readiness**

Contractor will provide detailed requirements regarding Authority infrastructure preparation actions after kick-off meeting. It is the Authority's responsibility to accomplish all agreed upon infrastructure preparations that is not within Contractor's scope under this SUA or as part of the LMR Agreement. It is Contractor's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

### **Phase 3: System Buildout and Deployment**

Contractor will build and provision tools in accordance with the requirements of this SUA and consistent with information gathered in earlier phases. Contractor will also provide detailed requirements regarding Authority deployment actions. The Authority may be required to deploy software and/or configurations in cases where Contractor did not provide the devices to Authority and its users and does not manage the device and does not have access or authorization to perform the installation.

### **Phase 4: Monitoring "Turn Up"**

Contractor will verify all in-scope assets are forwarding logs or events. Contractor will notify Authority of any exceptions. Contractor will begin monitoring any properly connected in-scope sources after the initial tuning period.

### **Phase 5: Tuning/Report Setup**

Contractor will conduct initial tuning of the events and alarms in the service and conduct an additional ActiveEye<sup>SM</sup> Portal training session.

### **Service Commencement**

The Service will commence November 17, 2024, when the final Warranty Period for the LMR System ends.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" date. Contractor and the Authority will collaborate to complete the additional deployment tasks.

## **4.3.3 General Responsibilities**

### **4.3.3.1 Contractor Responsibilities**

- Provide, maintain, and when necessary, repair under warranty hardware and software required to monitor the ASTRO 25 network and applicable CEN systems Inclusive of the AERSS and all software operating on it.
  - If the Centralized Event Logging feature is not installed on the Authority's ASTRO 25 RNI, Contractor will install it as part of this service.
- Coordinate with the Authority on any LMR System changes necessary to integrate the AERSS into the LMR System and establish necessary connectivity.
- Provide software and licenses to the Authority necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.

- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Authority to maintain Contractor service authentication credentials.
- Monitor the Authority's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity.
- Respond to security incidents in the Authority's LMR System in accordance with Section 4.3.5.6 (Incident Priority Level Definitions and Response Times). This may include, but is not limited to, requesting additional information from the Authority, continuing to monitor the event for further development or informing the Authority to enact the Authority's documented Incident Response plan.
- Assist the Authority with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Authority with access to the ActiveEye<sup>SM</sup> platform enabling Authority access to security event and incident details.
- The ASTRO 25 MDR service requires a connection from the Authority's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput of 10MB
  - High availability Internet Connection (99.99% (4-9s) or higher)
  - Packet loss < 0.5%
  - Jitter <10 ms
  - Delay < 120 ms
  - RJ45 Port Speed - Auto Negotiate

#### 4.3.3.2 Customer Responsibilities

- Maintain an active subscription for:
  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- If a Control Room CEN is included, it will require a static gateway IP and sufficient capacity on the switch (3 ports – 2 active connections and 1 mirror port). It is Contractor's responsibility, as the contracted maintainer, to install the AERSS device in the Control Room CEN.
- Allow Contractor continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Contractor to understand and maintain administration privileges.
- Provide continuous utility service(s) to any equipment installed or utilized at the Authority's premises to support service delivery and remote monitoring.
- Provide Contractor with contact information necessary to complete the Authority Support Plan (CSP). Notify the Authority's Support Manager (CSM) within two weeks of any contact information changes.
- Notify Contractor if any components are added to or removed from the environment as it may be necessary to update or incorporate in Managed Detection and Response. Changes to

monitored components may result in changes to the pricing of the Managed Detection and Response service.

- As necessary, upgrade non-Contractor provided ASTRO 25 system, on-site systems, and third party software or tools to supported releases.
- Allow Contractor's dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Contractor and perform all acts that are reasonably required to enable Contractor to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye<sup>SM</sup> sensor for applicable CEN systems.

### 4.3.4 Service Modules

The following subsections describe the delivery of the service modules selected in Table 4-2: Service Modules.

#### 4.3.4.1 Log Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye<sup>SM</sup> platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye<sup>SM</sup> notifies the SOC for further analysis.

#### Contractor Responsibilities

- Consult with and advise the Authority on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Authority to identify appropriate log sources for the level of threat detection desired in each environment.

#### Authority Responsibilities

- If applicable, configure Authority-managed networking infrastructure to allow AERSS to Communicate with ActiveEye<sup>SM</sup> as defined.
- If applicable, configure any Authority managed devices in the CEN to forward data to ActiveEye<sup>SM</sup>.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

#### 4.3.4.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

## Contractor Responsibilities

- Work with the Authority to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Authority to identify the appropriate deployment of Network Detection Service Components. The SOC will monitor and update the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the LMR System is optimized to detect true malicious activity.

## Authority Responsibilities

- If necessary, configure Authority's networking infrastructure to allow AERSS to communicate with ActiveEye<sup>SM</sup> as defined.
- For Authority's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye<sup>SM</sup> sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

## 4.3.5 Security Operations Center Monitoring and Support

### 4.3.5.1 Scope

Contractor delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Contractor's SOC is staffed with security experts who will use ActiveEye<sup>SM</sup> Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Authority. Authority support is provided in the English language.

Contractor will start monitoring the ASTRO® 25 MDR service in accordance with Contractor processes and procedures after deployment, as described in Section 4.3.2.1: Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24x7, and provides the Authority with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 4.3.5.6: Incident Priority Level Definitions and Response Times.

### 4.3.5.2 Ongoing Security Operations Center Service Responsibilities

#### Contractor Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Authority's defined Incident Response Process.

- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Authority determine if the Authority's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.
- Coordinate with Contractor's other staff who handle any scheduled maintenance, network administration activity, or system administration activity at least 24 hours in advance of Contractor performing the Managed SOC Service, as described in this SUA.

### **Authority Responsibilities**

- Provide Contractor with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Authority escalation Points of Contact (PoC).
- Provide a timely response to SOC security incident tickets or investigation questions.

#### **4.3.5.3 Technical Support**

ActiveEye<sup>SM</sup> Security Management Technical Support provides the Authority with a toll-free telephone number and email address for ActiveEye<sup>SM</sup> Security Management support requests, available Monday through Friday from 8am to 7pm CST.

### **Contractor Responsibilities**

- Notify Authority of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye<sup>SM</sup>.

### **Authority Responsibilities**

- Provide sufficient information to allow Contractor technical support agents to diagnose and resolve the issue.

### **Limitations and Exclusions**

Technical support is limited to the implementation and use of the ActiveEye<sup>SM</sup> Security Management platform and does not include use or implementation of third-party components.

#### **4.3.5.4 Incident Response**

An Indicator of Compromise (IoC) is an observable event that Contractor Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the LMR System. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Contractor Security Operations team will engage with the Authority to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Contractor security controls deployed within the environment. This expert guidance is available upon the Effective Date of Amendment No. 123 and extends through MDR infrastructure deployment phases and the six (6) year term of the SUA.

When an IoC is observed by the Security Analyst, Contractor and Authority will be responsible for the tasks defined in the following subsections.

### Contractor Responsibilities

- Upon the identification of an IoC, notify the Authority's documented contact and initiate the escalation plan.
- Take documented, Authority approved actions in an attempt to contain an IoC to the extent enabled via Contractor managed technology. Communicate to the Authority any additional potential containment actions and incident response resources that can be taken across the Authority's managed IT infrastructure.
- Perform investigation using the ActiveEye<sup>SM</sup> Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Contractor services exclude performing on-site data collection or official forensic capture activities on physical devices.

### Authority Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Authority and Contractor teams.
- If determined to be required by Authority, contract an Incident Response service provider to perform procedures beyond the scope of this SUA such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc. However, if any of these items were caused by Contractor's actions or inactions/omissions, then Contractor will handle these items and coordinate with the Authority.

#### 4.3.5.5 Event Response and Notification

Contractor will analyze events created and/or aggregated by the Service, assess their type, and notify the Authority in accordance with the following table.

**Table 4-5: Event Handling**

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Authority in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 4-6: Notification Procedures.

### Notification

Contractor will establish notification procedures with the Authority, generally categorized in accordance with the following table.

**Table 4-6: Notification Procedures**

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Contractor will notify the Authority according to the escalation and contact procedures defined by the Authority and Contractor during the implementation process.

### Tuning

Contractor will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Contractor may recommend these be addressed by the Authority to preserve system and network resources.

Contractor will provide the Authority with the ability to temporarily suppress alerts reaching ActiveEye<sup>SM</sup>, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

### Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Contractor may make recommendations to the Authority to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Contractor will provide responses and notifications during this period.

Contractor may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

#### 4.3.5.6 Incident Priority Level Definitions and Response Times

Priority for an alert-generated incident or EOI is determined by the ActiveEye<sup>SM</sup> Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

**Table 4-7: Priority Level Definitions and Response Times**

Incident Priority	Incident Definition	Notification Time
<b>Critical P1</b>	<p>Security incidents that have caused, or are suspected to have caused significant damage to the functionality of Authority's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>Malware that is not quarantined by anti-virus.</li> <li>Evidence that a monitored component has communicated with suspected malicious actors.</li> </ul>	Response provided 24 hours, 7 days a week, including US public holidays.



Incident Priority	Incident Definition	Notification Time
<b>High P2</b>	Security incidents that have localized impact, and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: <ul style="list-style-type: none"> <li>• Malware that is quarantined by antivirus.</li> <li>• Multiple behaviors observed in the LMR System that are consistent with known attacker techniques.</li> </ul>	Response provided 24 hours, 7 days a week, including US public holidays.
<b>Medium P3</b>	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the LMR System. Effort to recover from the incident may be low to moderate. Examples include: <ul style="list-style-type: none"> <li>• Suspected unauthorized attempts to log into user accounts.</li> <li>• Suspected unauthorized changes to system configurations, such as firewalls or user accounts.</li> <li>• Observed failures of security components.</li> <li>• Informational events.</li> <li>• User account creation or deletion.</li> <li>• Privilege change for existing accounts.</li> </ul>	Response provided on standard business days, Monday through Friday 8:00 a.m. to 5:00 p.m. CST/CDT, excluding US public holidays.
<b>Low P4</b>	These are typically service requests from the Authority.	Response provided on standard business days, Monday through Friday from 8:00 a.m. to 5:00 p.m. CST/CDT, excluding US public holidays.

### 4.3.5.7 Response Time Goals

**Table 4-8: Response Time Matrix**

Priority	Response Time
Critical P1	An SOC Cybersecurity Analyst will make contact with the Authority technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High P2	An SOC Cybersecurity Analyst will make contact with the Authority technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium P3	An SOC Cybersecurity Support Engineer will make contact with the Authority technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.

Priority	Response Time
Low P4	An SOC Cybersecurity Support Engineer will make contact with the Authority technical representative within seven business days of the logged request for support at the issue management system.

#### 4.3.5.8 ActiveEye<sup>SM</sup> Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Contractor will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye<sup>SM</sup> Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Contractor’s reasonable control, such as disruptions of, or damage, to the Authority’s or a third-party’s information or communications systems or equipment, telecommunication circuit availability/performance between Authority sites, any on-premises core and/or between on-premises equipment and the ActiveEye<sup>SM</sup> Platform.

#### 4.3.5.9 ActiveEye<sup>SM</sup> Remote Security Sensor

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye<sup>SM</sup> are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Contractor will provide, subject to active service subscriptions in the Authority contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye<sup>SM</sup> Platform which may be impacted by Authority configuration changes, telecommunications connectivity, and/or Authority network issues/outages.

### 4.3.6 Limitations and Exclusion

Contractor’s ASTRO MDR service does not include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Authority may choose to purchase additional Incident Response professional services to assist in the creation of and/or completion of a Authority’s Incident Response Plan.

Contractor’s scope of services does not include responsibilities relating to active protection of Authority data, including its transmission to Contractor, recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Contractor does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, UNLESS SOLELY CAUSED BY CONTRACTOR'S ACTIONS OR INACTIONS/OMISSIONS, CONTRACTOR WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

### **4.3.7 Service Limitations**

Cybersecurity services are inherently limited and will not guarantee that the Authority's LMR System will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Contractor does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Authority's LMR System. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Authority computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

### **4.3.8 Processing of Authority Data in the United States and/or other Locations**

Authority understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Contractor in the U.S. Authority consents to and authorizes all such processing in the U.S. and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law in the U.S. No Authority Data or Confidential Information is permitted to leave or be stored, obtained, accessed, or utilized outside of the continental United States.

### **4.3.9 Authority and Third-Party Information**

Authority understands and agrees that Contractor may obtain, use and/or create and use, anonymized, aggregated and/or generalized Authority Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Authority, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Authority, users of the LMR System, or any individual or person, Authority Data shall not include, and Contractor shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Contractor data).

### 4.3.10 Third-Party Software and Service Providers, including Resale

Contractor may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Authority Data. Authority understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request.

Unless solely caused by Contractor's actions or inactions/omissions, Contractor disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Unless solely caused by Contractor's actions or inactions/omissions, Contractor disclaims any responsibility for Authority use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

# Section 5

# ISSI Licenses

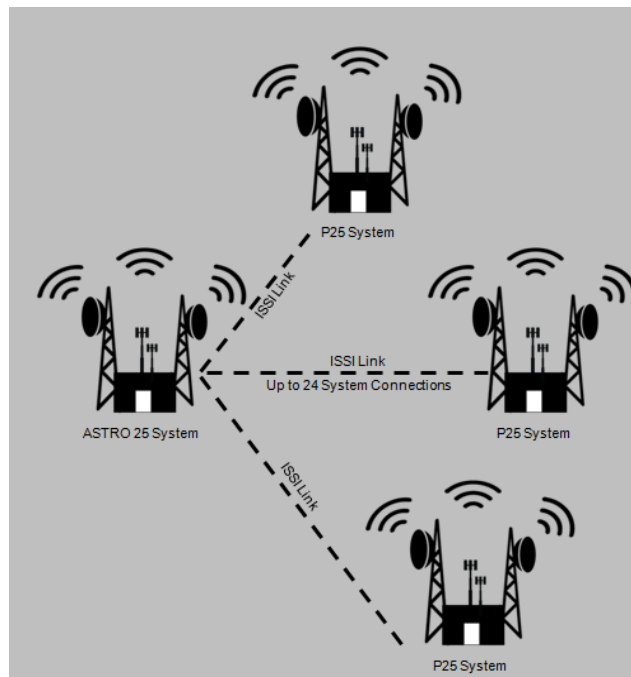
## 5.1 Solution Overview

In response to Authority's desire to establish intersystem connection to enhance interoperability with Los Angeles Police Department (LAPD), Los Angeles Port Police (LAPP) and Los Angeles World Airports (LAWA), Contractor is providing its Inter-RF Subsystem Interface 8000 (ISSI 8000).

This effort to connect the Authority with the other 3 agencies will require each party to procure its own individual ISSI enablement contract. Due to each party's separate procurement processes and the agreement needed between the 4 agencies, the configuration services required will be determined at a later time. As such, this SUA includes the 3 ISSI licenses required for Auto roaming with the 3 agencies.

This solution provides the following key benefits:

- Interoperability needed to coordinate a multi-agency response and communicate effectively during these mutual aid incidents.
- Flexibility to connect as a node on another P25 network regardless of that other system's radio frequency bands, manufacturer type, and release versions—allowing the creation of regional multi-system communications networks.
- Ability for multiple agencies to communicate seamlessly while still maintaining control through roaming configuration at the system or talkgroup level.



**Figure 5-1: Point to Point ISSI Connections**

## 5.2 ASTRO 25 ISSI Standards-Based Interoperability Overview

ISSI 8000 is a P25 standard based, wireline interoperability solution that enables the ASTRO 25 of Authority to connect to other P25 systems, regardless of their RF bands, manufacturer type, or release version.

ISSI will enable disparate P25 networks to:

- Interoperate with up to 24 neighboring P25 systems
- Extend their coverage area
- Build an autonomous interconnected network
- Support FDMA or TDMA talkgroup calls
- Maintain system security

The simultaneous talkgroup calls over ISSI are scalable, and the loading of local talkgroup calls can be tailored such that talkgroup resources are only counted when voice is carried to or from a foreign system.

Manual roaming over ISSI requires user intervention to switch the radio between its home personality and a personality of a foreign system. A console patch is required to bridge home and foreign talkgroups.

Automatic roaming over ISSI, on the other hand, requires no user intervention to do the switching of the radio back and forth between the home and foreign system. It is handled as if the radio is actually roaming to another site within its own home system.

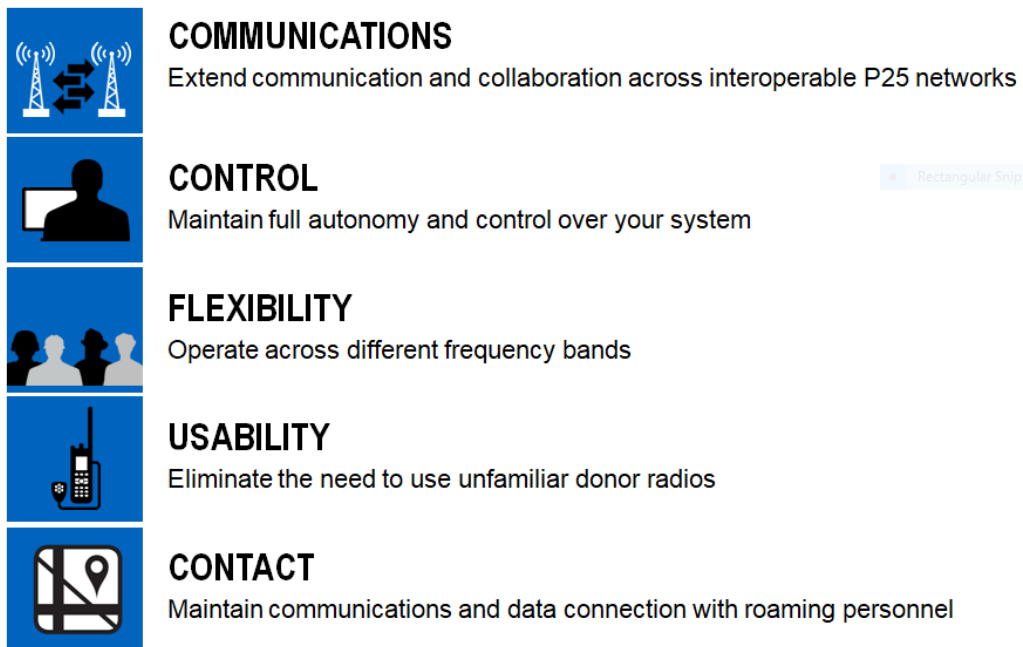


Figure 5-2: Benefits of ISSI

## 5.3 Solution Design

### 5.3.1 Backhaul Connectivity

In order to establish connectivity between all four agencies - LA-RICS, LAPP, LAWA and LAPD, Contractor will utilize Mt Lee as the Meet-Me point where all four agencies will have network connectivity.

### 5.3.2 ISSI Interoperability Scope

With this implementation, LA-RICS would use three new ISSI Licenses with Automatic Roaming to connect to the other three agencies. Each connecting agency will also need to utilize one of their automatic roaming licenses.

The other connecting agencies will need to procure their own separate contracts for ISSI connection enablement to LA-RICS. The final solution resulting from all 4 agencies' contracts will provide a functional ISSI system connecting LA-RICS with the other 3 agencies' 7/800MHz P25 LMR systems and supporting voice services across the ISSI connection, including

- Group Call
- Emergency Call
- Emergency Alarm
- Clear or Encrypted Audio
- Unit & Group Registration
- PTT ID, Seamless Automatic Roaming
- Project 25 TDMA Access Mode

## Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-1: Certified Standard ASTRO® System Release Upgrade Paths.

**Table A-1: Certified Standard ASTRO® System Release Upgrade Paths**

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1
A2022.1	A2024.1
A2024.1	A2026.1*
A2026.1	A2028.1*
A2028.1*	A2030.1*

*\*Indicates projected path that is subject to change.*

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Contractor’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Contractor reserves the right to make changes to the content and timing of any product, product feature, or software release.



## Appendix B: Pricing Summary

**Table B-1: Six Year SUA Total including Hardware Migrations, Third Party and Cybersecurity**

Component	2024	2025	2026	2027	2028	2029
Conventional Site Controller		\$150,760				
Nokia MPLS	\$102,056	\$106,139	\$110,384	\$114,799	\$119,391	\$124,167
Nokia Microwave	\$6,747	\$7,111	\$7,499	\$7,911	\$8,351	\$8,820
CTI	\$34,991	\$42,449	\$40,155	\$48,709	\$46,071	\$55,893
NICE	\$333,542	\$336,839	\$360,068	\$383,297	\$407,991	\$434,239
Cybersecurity	\$213,232	\$117,148	\$121,834	\$126,707	\$131,776	\$137,047
SUA II	\$2,922,955	\$2,972,894	\$3,024,831	\$3,078,844	\$3,135,019	\$3,193,441
<b>GRAND TOTAL</b>	<b>\$3,613,523</b>	<b>\$3,733,340</b>	<b>\$3,664,771</b>	<b>\$3,760,267</b>	<b>\$3,848,599</b>	<b>\$3,953,607</b>
Includes three (3) ISSI Licenses with the Automatic Roaming feature, and required configurations for their use						
<b>Six year GRAND TOTAL- \$22,574,107</b>						

The Pricing Summary for a six (6) year Term of this SUA (LMR System SUA), inclusive of Hardware Migrations, Third Party, Cybersecurity, and three (3) ISSI Licenses with the Automatic Roaming feature, and required configuration for their use, is reflected and memorialized in Exhibit C.25 (System Upgrade Agreement (SUA) to the LMR System), which is incorporated into the LMR Agreement between LA-RICS and Contractor pursuant to Amendment No. 123.

**Table B-2: SUA II Breakdown by Subsystem**

Year	Subsystem
CORE	20.2%
DTVRS	35.4%
SOW-STB	1.1%
LARTCS	17.3%
ACVRS	26.0%

## Payment Terms

The payment terms in connection with this SUA (LMR System SUA) are the same as set forth in the LMR Agreement between the Authority and Contractor, including Section 11 (Invoices and Payments) and Section 4.2 (Approval of Work). The Authority will pay for the annual SUA costs on a monthly basis in arrears, however, the Contractor will not provide a monthly report with the monthly SUA invoices. The Contractor will provide one (1) upgrade report during each eligible SUA upgrade window only upon completion of the upgrade, which will be attached to Work Acceptance Certificate pursuant to Exhibit E (Work Acceptance Certificate) of the LMR Agreement, but this report shall have no bearing on timely payments from the Authority for the contracted monthly SUA payments in Amendment No. 123. On the months when no upgrade work is performed, Contractor must submit a Work Acceptance Certificate pursuant to the LMR Agreement.

For each scheduled upgrade, Contractor will designate a team to work with LA-RICS to coordinate the upgrade. Prior to performing the scheduled upgrade, for all components (astro and other) Contractor will provide reports capturing collaborative sessions and decisions made between the Authority and Contractor ahead of scheduled upgrade(s). Contractor will provide report(s) documenting upgrade(s) and identifying associated changes once they are completed. Contractor will provide report(s) documenting post-upgrade status including functional testing verification. Contractor will provide a report covering any feature/functionality changes for the upgrade.

## Appendix C: SUA Coverage Table

This Appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Contractor. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

**Table C-1: SUA Coverage Table**

ASTRO® Certified Solution	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Equipment Provided by Contractor			
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (since software, hardware and lifecycle purchased from Motorola)	✓	✓	

## Appendix D: Contractual Documentation - CSSA

### Communications System and Services Agreement (CSSA) Exhibit to SUA

Contractor and Authority additionally agree to the CSSA as follows for this SUA:

#### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits, once finalized and mutually agreed to by the Parties, are incorporated into and made a part of this SUA. Within ninety (90) of the effective date of this SUA, Contractor will provide the following draft documents below for the first System Upgrade for review and approval by the Authority.

- Exhibit A "Motorola Software License Agreement"
- Exhibit B Reserved
- Exhibit C Technical and Implementation Documents
  - C-1 "System Description"
  - C-2 "Pricing Summary & Equipment List"
  - C-3 "Implementation Statement of Work"
  - C-4 "Acceptance Test Plan" or "ATP"
  - C-5 "Performance Schedule"
- Exhibit D "System Acceptance Certificate"

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this SUA takes precedence over the exhibits (unless otherwise specified in an exhibit) attached to the SUA, and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) the LMR Agreement will take precedence over the SUA and the Exhibits.

#### Section 2 DEFINITIONS

Capitalized terms used in this SUA have the following meanings, unless already defined in other sections of the SUA or in the LMR Agreement:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan for each System Upgrade.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**"Beneficial Use"** means when Authority uses the System or a Subsystem for operational purposes (excluding training or testing) before a System Upgrade is completed.

**"Confidential Information"** has the meaning as defined in Section 47 (Confidentiality and Security) of Agreement No. LA-RICS 007.

**"Contract Price"** means the price for six (6) year Term for the LMR System SUA as detailed in Exhibit C (Schedule of Payments), in particular Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System), to the LMR Agreement, which was incorporated by way of Amendment No. 123. Moreover, Section 8.1 (Maximum Contract Sum & Contract Sum - General) of the LMR Agreement includes the SUA price for the six (6) year Term pursuant to Amendment No. 123.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Contractor prepares for Authority in the performance of the Services and is obligated to provide to Authority under this SUA. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Contractor may from time to time, including during the course of providing the Services, develop and/or use and/or to which Contractor provides Authority access.

**“Effective Date”** means that date upon which both Parties execute Amendment No. 123 to the LMR Agreement, which includes the SUA for the LMR System into the LMR Agreement.

**“Equipment”** means the hardware components of the Solution that Authority purchases from Contractor under the LMR Agreement, including this SUA. Equipment that is part of the System is described in the Equipment List. Components are also specified in Section 1.3.32 (Component) of the LMR Agreement.

**“Feedback”** means comments or information, in oral or written form, given to Contractor by Authority in connection with or relating to Equipment or Services, during the term of this SUA.

**“Force Majeure”** has the meaning specified in Section 31 (Force Majeure) of the LMR Agreement.

**“Motorola Software”** means software that Contractor or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Contractor or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Contractor has developed prior to, or independently from, the provision of the Services and/or which Contractor licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Contractor under this SUA and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Contractor or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this SUA, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor under this SUA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software purchased separate from Contractor and provided under separate license or third party software not licensable under the terms of this SUA.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at: [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the

specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Contractor's discretion.

**"Solution"** means the combination of the System(s) and Services provided by Motorola under this SUA and the LMR Agreement.

**"Solution Data"** means Authority data that is transformed, altered, processed, aggregated, correlated or operated on by Contractor, its vendors or other data sources and data that has been manipulated or retrieved using Contractor know-how to produce value-added content to data consumers, including customers or citizens which is made available to Authority with the Solution and Services.

**"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**"SUA" or "SUA II"** means Contractor's Software Upgrade Agreement program.

**"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**"System"** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system to form the LMR System; the System(s) is (are) described in the Technical and Implementation Documents.

**"System Acceptance"** means the Acceptance Tests have been successfully completed for each System Upgrade.

**"System Data"** means data created by, in connection with or in relation to Equipment or the performance of Services under this SUA.

**"Warranty Period"** for System Hardware, Software, or services related to system implementation for each System Upgrade means one (1) year from the date of System Acceptance of the System Upgrade, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Contractor will provide, install and test the System Upgrades for the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this SUA. Authority will perform its contractual responsibilities in accordance with this SUA.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this SUA. If a requested change causes an increase or decrease in the cost or time required to perform this SUA, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement.

3.3. **TERM.** The term of the LMR System Maintenance is Option Term 1 – Year 1 of Phase 5 (LMR System Maintenance) and LMR System SUA for a six (6) year term, pursuant to Amendment No. 123 to the LMR Agreement.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the SUA, Authority may order additional Equipment or Software, if it is then available. Each purchase order must refer to this SUA, the expiration date of the SUA, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the SUA, the applicable provisions of this SUA (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will

commence upon delivery, and payment is due within thirty (30) days after the invoice date. Contractor will send Authority an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Authority may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this SUA will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Authority solely in accordance with the Software License Agreement. Authority hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Authority in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date of Amendment No. 123 to the LMR Agreement, unless the copyright owner has granted to Contractor the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Contractor makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Authority, Contractor may substitute any Equipment, Software, or services to be provided by Contractor, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Authority. Any substitution will be reflected in an amendment.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this SUA to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date of Amendment No. 123 to the LMR Agreement ), Authority has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Authority may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Authority is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this SUA will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Authority delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 SERVICES**

4.1. If Authority desires and Contractor agrees to continue Services beyond the Term of the SUA, the parties will execute an amendment pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement.

4.2. During the Warranty Period, in addition to warranty services, Contractor will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will be sent by mail, email or fax to Authority upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Authority wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Contractor will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this SUA applicable to maintenance, support, installation, and/or

SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Authority will execute an amendment pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement and referring to this SUA and the separate proposal document. Omission of reference to this SUA in Authority's amendment will not affect the applicability of this SUA. Contractor's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this SUA by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Authority purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Authority may purchase additional professional or subscription services by executing an amendment pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement and referencing this SUA and Contractor's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Authority in providing Services under this SUA or Contractor data viewed, accessed, will remain Contractor's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Contractor's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Contractor for the purpose of providing Services under this SUA will be and remain the sole property of Contractor.

4.6. **RESERVED.**

4.7. **AUTHORITY OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will reasonably verify that they are accurate and complete. Any information that Authority provides to Contractor concerning the Services or Deliverables will be reasonably accurate and complete in all material respects. Authority will, subject to the Authority's Board of Director's approval, make timely decisions and obtain any required management approvals that are reasonably necessary for Contractor to perform the Services and its other duties under this SUA. Unless the Statement of Work states the contrary, Contractor should exercise its professional business judgment to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Authority-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this SUA, applicable Addenda or Statements of Work prove to be incorrect due to Contractor's error or inactions/omissions, or if Authority's obligations are not performed, Contractor's ability to perform under this SUA may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary, provided the Authority must mutually agree to any such changes.

4.9. **RESERVED.**

4.10. **PROPRIETARY MATERIALS.** Authority acknowledges that Contractor may use and/or provide Authority with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Contractor and Contractor retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Contractor outside the scope of this SUA at the direction of Authority will be considered to be additional Services which are subject to additional charges if agreed to by Authority. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this SUA pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement.

**Section 5 PERFORMANCE SCHEDULE**



The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing Amendment No. 123 to the LMR Agreement, Authority authorizes Contractor to proceed with contract performance for this SUA.

**Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. The Authority will pay all undisputed invoices as received from Contractor and any changes in scope to the SUA will be subject to the change order amendment process as described in Section 2 (Changes to the Agreement) of the LMR Agreement. At the time of execution of Amendment No. 123 to the LMR Agreement, the Authority will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price for the six (6) year Term for the LMR System SUA is detailed in Exhibit C (Schedule of Payments), in particular Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System), to the LMR Agreement, which is incorporated by way of Amendment No. 123. Moreover, Section 8.1 (Maximum Contract Sum & Contract Sum - General) of the LMR Agreement includes the SUA price for the six (6) year Term pursuant to Amendment No. 123. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Contractor has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Contractor will submit invoices to Authority according to Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System). Invoices will be mailed or emailed to Authority pursuant to Section 6.5, Invoicing and Shipping Addresses of this SUA as well as Section 11 (Invoices and Payments) and Section 4.2 (Approval of Work) of the LMR Agreement. Except for a payment that is due on the Effective Date, Authority will make payments to Contractor within thirty (30) days after the date of each invoice. Authority will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Contractor is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Contractor will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Authority upon shipment. Title to Software will not pass to Authority at any time. Contractor will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Authority at the following address:  
Name: LA-RICS, Attention Fiscal  
Address: 2525 Corporate Place, Suite 100, Monterey Park, CA 91754  
Phone: (323) 881 8291

E-INVOICE. To receive invoices via email:  
Authority Account Number: \_\_\_\_\_  
Authority Accounts Payable Email: [gina.samy@la-rics.org](mailto:gina.samy@la-rics.org), [virginia.weaver@la-rics.org](mailto:virginia.weaver@la-rics.org)  
Authority CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Authority is: Name:  
LA-RICS, Attention Ted Pao  
Address: 2525 Corporate Place, Suite 200, Monterey Park, CA 91754

The Equipment will be shipped to the Authority at the following address (insert if this information is known):  
Name: LA-RICS, Attention Ted Pao  
Address: 2525 Corporate Place, Suite 200, Monterey Park, CA 91754  
Phone: (323) 881-8028  
Authority may change this information by giving written notice to Contractor.

---

**Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Authority will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Contractor so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Contractor may assist Authority in the local building permit process.

7.2. SITE CONDITIONS. Authority will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Authority will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Contractor may inspect the work site and advise Authority of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by an amendment pursuant to Section 2 (Changes to Agreement) of the LMR Agreement.

**Section 8 TRAINING**

Any training to be provided by Contractor to Authority will be described in the applicable Statement of Work. Authority will notify Contractor immediately if a date change for a scheduled training program is required. If Contractor incurs additional costs because Authority reschedules a training program less than thirty (30) days before its scheduled start date, Contractor may recover these additional costs.

**Section 9 SYSTEM ACCEPTANCE**

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Contractor will provide to Authority at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Authority believes the System has failed the completed Acceptance Tests, Authority will provide to Contractor a written notice that includes the specific details of the failure. If Authority does not provide to Contractor a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Authority acknowledges that Motorola's ability to perform its implementation and testing

responsibilities may be impeded if Authority begins using the System before System Acceptance. Therefore, Authority will not commence Beneficial Use before System Acceptance without Contractor's prior written authorization, which will not be unreasonably withheld. Contractor is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Authority assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Contractor represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Contractor is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Contractor which is attached to or used in connection with the System or for reasons or parties beyond Contractor's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Authority changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Contractor's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Contractor warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Contractor Software by events or causes beyond Contractor's control, this warranty expires eighteen (18) months after the shipment of the Contractor Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor. Authority's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Contractor warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of one-hundred eighty (180) days from the date the performance of the Services are completed. Authority acknowledges that the Deliverables may contain recommendations, suggestions or advice from Contractor to Authority (collectively, "recommendations").

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Authority must notify Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Contractor will (at its option and at no additional charge to Authority) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. These actions will be

the full extent of Contractor's liability for the warranty claim. In the event of a valid Services warranty claim, Authority's sole remedy is to require Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Contractor.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Contractor to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS SUA AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

### **Section 11 DELAYS**

11.1. FORCE MAJEURE. Force Majeure is covered by Section 31 (Force Majeure) of the LMR Agreement.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY AUTHORITY. If Contractor believes Authority (including its other contractors) has delayed the Performance Schedule, it may seek an Amendment for Compensable Delay pursuant to Section 2 (Changes to Agreement) and Section 6 (Agreement Time) of the LMR Agreement.

### **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. Section 44 (Governing Law, Jurisdiction and Venue) of the LMR Agreement specifying the State of California in the County of Los Angeles, controls on this issue.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties may proceed to mediation or may submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in

### **Section 13 DEFAULT AND TERMINATION**

13.1. DEFAULT BY A PARTY. If Contractor fails to perform a material obligation under this Agreement or the Authority fails to pay an undisputed invoice within the required timeframes, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Authority is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Authority may as its exclusive remedy recover from

Contractor reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Authority will mitigate damages and provide Contractor with detailed invoices substantiating the charges. In the event Authority elects to terminate this Agreement for any reason other than default, Customer shall pay Contractor for the conforming Equipment and/or Software delivered and all services performed.

#### **Section 14 INDEMNIFICATION FOR SUA FOR THE LMR SYSTEM**

14.1. GENERAL INDEMNITY BY Contractor. Contractor will indemnify and hold Authority harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Authority to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing their duties under this SUA, if Authority gives Contractor prompt, written notice of any third-party claim or suit. Authority will cooperate with Contractor in its defense or settlement of such claim or suit. This Section sets forth the full extent of Contractor's general indemnification of Authority from liabilities that are in any way related to Contractor's performance under this SUA.

14.2. RESERVED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Contractor will defend at its expense any suit brought against Authority to the extent it is based on a third-party claim alleging that the Equipment manufactured by Contractor or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: Authority promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Authority providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against Authority by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Authority the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Authority a credit for the Motorola Product.

14.3.3 Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with Authority's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Authority to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to Authority extend in any way to royalties payable on a per use basis or the Authority's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from Authority from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Authority's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Authority has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

#### **Section 15 LIMITATION OF LIABILITY**

Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Limitation of Liability for Phase 5 (LMR System Maintenance) set forth in Section 24.4 (Limitation of Liability) of the LMR Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS SUA, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the SUA and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this SUA may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

16.1. **CONFIDENTIAL INFORMATION.** The handling of Confidential Information is provided for in the LMR Agreement, including at Section 47 (Confidentiality and Security).

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** In addition to the proprietary considerations provided for between the parties as set forth in Section 49 (Proprietary Considerations) of the LMR Agreement, the parties also agree to the following in this section. Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Contractor Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this SUA is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to Authority the Equipment, Software, or related services remain vested exclusively in Contractor, and this Agreement does not grant to Authority any shared development rights of intellectual property. Except as explicitly provided in the SUA, Contractor does not grant to Authority, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. Authority will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Contractor will have no obligation to provide Authority with access to other Confidential Information and/or proprietary information not relevant to the performance of work by Contractor under this SUA.

### **16.4 DATA AND FEEDBACK.**

16.4.1 To the extent permitted by law, Authority owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Authority Data"), and grants to Contractor the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Authority Data.

16.4.2 Authority owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data"), and grants the right to Motorola to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display and distribute such Derivative Data.

16.4.3 Any Feedback given by Authority is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Contractor. Contractor will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Authority. Authority acknowledges that Contractor's receipt of the Feedback does not imply or create recognition by Contractor of either the novelty or

originality of any idea. The parties further agree that all fixes, modifications and improvements made to Contractor products or services conceived of or made by Contractor that are based, either in whole or in part, on the Feedback are the exclusive property of Contractor and all right, title and interest in and to such fixes, modifications or improvements to the Contractor product or service will vest solely in Contractor.

## **Section 17 GENERAL**

17.1. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Authority, Contractor will provide Authority with Administrative User Credentials. Authority agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Authority is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Authority may be asked to provide valid Administrative User Credentials when in contact with Contractor System support personnel. Authority understands that changes made as the Administrative User can significantly impact the performance of the System. Authority agrees that it will be solely responsible for any negative impact on the System or its users solely caused by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Contractor's ability to perform Services or other obligations under the SUA. In such cases, a revision to the appropriate provisions of the SUA, including the Statement of Work, may be necessary. To the extent Contractor provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Contractor may seek an amendment for such work for the Authority's consideration pursuant to Section 2 (Changes to the Agreement) of the LMR Agreement.

17.2. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this SUA for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Other Warranties); Section 12 (Disputes); Section 14 (Indemnification for SUA for the LMR System); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights).

---

**EXHIBIT A  
MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Software Agreement") is between Contractor and the Authority.

For good and valuable consideration, the parties agree as follows with respect to the performance of work by Contractor under the SUA:

**Section 1      DEFINITIONS**

1.1      "Designated Products" means products provided by Contractor to Authority with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the LMR Agreement, to which this exhibit and the SUA is attached pursuant to Amendment No. 123.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the LMR System damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Software Agreement.

**Section 2      SCOPE**

Contractor and Authority enter into this Software Agreement in connection with Contractor's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both for the Software Upgrades covered by the SUA. This Software Agreement contains the terms and conditions of the license Contractor is providing to Authority, and Authority's use of the proprietary software and affiliated documentation for the LMR System.

**Section 3      GRANT OF LICENSE**

3.1.      Subject to the provisions of this Software Agreement and the payment of applicable license fees, Contractor grants to Authority a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Authority's use of the Designated Products. This Software Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Software Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Software Agreement. If there is a conflict between the terms and conditions of this Software Agreement and the terms and conditions of the Open Source Software Licenses governing Authority's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Software Agreement. If requested by Authority, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Software Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

#### **Section 4 LIMITATIONS ON USE**

4.1. Authority may use the Software only for Authority's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Authority will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Authority will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Software Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Authority may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Authority may not operate that copy of the Software at the same time as the original Software is being operated. Authority may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Authority will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Authority may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Authority provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Authority must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4 Authority will maintain, during the term of this Software Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Software Agreement. Contractor or an independent third party ("Auditor") may inspect Authority's premises, books and records, upon reasonable prior notice to Authority, during Authority's normal business hours and subject to Authority's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Authority's compliance with the terms of this Software Agreement.

#### **Section 5 OWNERSHIP AND TITLE**

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Authority under this Software Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Authority in this Software Agreement. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Authority will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of one hundred twenty (120) days from Contractor's successful completion of installation of the Software (the "Warranty Period") for the applicable Software Upgrade. If Authority is not in breach of any of its obligations under this Software Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Software Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Authority's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Authority's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Authority for third party software provided by Contractor.

6.2 Contractor's sole obligation to Authority and Authority's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct material, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Authority substitute Software which will accomplish the same objective for no additional cost, or terminate the license and refund the Authority's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Authority (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Authority with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Authority is permitted to assign this Software Agreement as provided for in Section 53 (Assignment by Authority) of the Primary Agreement. If the Designated Products are Contractor's radio products and Authority transfers ownership of the Contractor radio products to a third party, Authority may assign its right to use the Software (other than CPS and Contractor's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Authority transfers all copies of the Software and Documentation to the transferee, and Authority and the transferee sign a transfer form to be provided by Contractor upon request, obligating the transferee to be bound by this Software Agreement.

**Section 8 TERM AND TERMINATION**

8.1 Authority's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Contractor, unless Authority breaches this Software Agreement for failure to pay an undisputed invoice following the specified period to cure in the SUA.

8.2 Within thirty (30) days after termination of this Software Agreement, Authority must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Authority and are no longer in use by Authority.

8.3 Authority acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Authority's breach of this Software Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Authority breaches this Software Agreement, Contractor may terminate this Software Agreement and be entitled to seek all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Authority is a Federal agency of the United States Government).

**Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Authority is licensing Software for end use by the United States Government or a United States Government agency, Authority may transfer such Software license, but only if: (i) Authority transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Authority has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Software Agreement. Except as stated in the foregoing, Authority and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Contractor software to any third party nor permit any party to do so.

**Section 10 RESERVED****Section 11 RESERVED****Section 12 RESERVED****Section 13 GENERAL**

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.3. SECURITY. Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free

from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Software Agreement. To the extent the Security Vulnerability results in a Security Incident, Contractor will remedy as provided for in Section 47.3 (Security) of the LMR Agreement.

**EXHIBIT B  
PAYMENT**

The payment terms in connection with this SUA (LMR System SUA) are the same as set forth in the LMR Agreement between the Authority and Contractor, including Section 11 (Invoices and Payments) and Section 4.2 (Approval of Work). The Authority will pay for the annual SUA costs on a monthly basis in arrears, however, the Contractor will not provide a monthly report with the monthly SUA invoices. The Contractor will provide one (1) upgrade report during each eligible SUA upgrade window only upon completion of the upgrade, which will be attached to Work Acceptance Certificate pursuant to Exhibit E (Work Acceptance Certificate) of the LMR Agreement, but this report shall have no bearing on timely payments from the Authority for the contracted monthly SUA payments in Amendment No. 123. On the months when no upgrade work is performed, Contractor must submit a Work Acceptance Certificate pursuant to the LMR Agreement.

For each scheduled upgrade, Contractor will designate a team to work with LA-RICS to coordinate the upgrade. Prior to performing the scheduled upgrade, for all components (astro and other) Contractor will provide reports capturing collaborative sessions and decisions made between the Authority and Contractor ahead of scheduled upgrade(s). Contractor will provide report(s) documenting upgrade(s) and identifying associated changes once they are completed. Contractor will provide report(s) documenting post-upgrade status including functional testing verification. Contractor will provide a report covering any feature/functionality changes for the upgrade.

**For Future Optional Work.**

The chart below outlines the hourly labor rates for Contractor personnel for future optional work outside the scope of this SUA.

The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are firm and fixed, fully burdened and include any needed travel costs, if any. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according to these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**EXHIBIT D  
SYSTEM ACCEPTANCE CERTIFICATE FOR SYSTEM UPGRADE**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance for each System Upgrade. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed for the System Upgrade.
2. The System Upgrade is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance of the System Upgrade.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Appendix E: Contractual Documentation-CSSA Addendum

### **MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM**

This Addendum to the Communications System and Services Agreement (CSSA) Exhibit forms a part of the SUA for the LMR System as incorporated into the LMR Agreement per Amendment No. 123 (“Primary Agreement”). This Addendum provides additional terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services for the SUA. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

#### **1. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Contractor's Software Upgrade Agreement program for Contractor's P25 radio system.

#### **2. SCOPE**

Contractor will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Contractor's proposal for additional services.

#### **3. TERMS AND CONDITIONS**

The terms of the Primary Agreement combined with the terms of this Addendum to the SUA will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, the more stringent terms and conditions apply.

##### **3.1 MAINTENANCE AND SUPPORT SERVICES**

3.1.1 RESERVED.

3.1.2 START DATE. The “Start Date” for Maintenance and Support Services will November 17, 2024.

3.1.3 RESERVED.

3.1.4 RESERVED.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 **ADDITIONAL HARDWARE.** If Authority purchases additional hardware from Contractor that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the mutually agreed rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 **MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Contractor will be followed. Contractor parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 **EQUIPMENT CONDITION.** Motorola will ensure that all Equipment is in good working order on the Start Date or when additional equipment is added to the Addendum. Contract confirms that it already has and will continue to maintain a complete serial and model number list of the Equipment. Contractor must promptly notify Authority in writing when any Equipment is lost, damaged, stolen or taken out of service. Authority's obligation to pay maintenance and support fees for this Equipment will terminate on the day after Contractor provides the written notice to Authority that Equipment is lost, damaged, stolen or taken of service. If Equipment cannot, in Contractor's reasonable opinion, be properly or economically maintained for any reason, Contractor may recommend to the Authority to modify the scope of Services related to that Equipment; and the Authorities agreement will secured on whether to remove that Equipment from the Agreement or increase the price to maintain that Equipment.

3.1.9 **EQUIPMENT FAILURE.** Authority must promptly notify Contractor of any Equipment failure it is aware of. Contractor will respond to Authority's notification, or Contractor's own notification, in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 **INTRINSICALLY SAFE.** Authority must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 **EXCLUDED SERVICES.**

a) Except to the extent caused by Contractor's actions or inactions/commissions, Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Contractor has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 **TIME AND PLACE.** Service will be provided at the location specified in this Addendum and/or the SOW. When Contractor performs maintenance, support, or installation at Authority's location, Authority will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be imposed as a site access requirement. Authority will provide all



information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Contractor in rendering the Services, Authority agrees to reimburse Contractor for those charges and expenses.

3.1.13 **AUTHORITY CONTACT.** Authority will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Authority's personnel to maintain contact, as needed, with Contractor.

## 3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement (Software Agreement) included as Exhibit A to the SUA applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 Reserved.

3.2.3 The System Upgrade will be scheduled during the subscription period and will be performed when Contractor System Upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Contractor may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction. However, in every instance where there is no Acceptance Testing, Contractor will perform appropriate functional and validation testing.

3.2.5 Unless otherwise specified in the LMR Agreement, the Warranty Period for any Equipment or Contractor Software provided under a Lifecycle Management transaction will commence upon System Acceptance or Beneficial Use, and is for a period of one hundred twenty (120) days rather than one (1) year. The one hundred twenty (120) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Except to the extent caused by Contractor's actions or inactions/commissions, Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- b) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are

consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Contractor has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

- c) Authority will provide Contractor with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Authority terminates this service during a two year cycle, except for Contractor's default, then Authority will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

END

## Appendix F: Contractual Documentation-Cybersecurity Addendum

The agreements and licenses available at the links listed below are incorporated into and made a part of the SUA, which, together with and any statements of work or other exhibits or schedules attached to this SUA, collectively form the agreement between Contractor and the Authority for the SUA, as incorporated into the LMR Agreement pursuant to Amendment No. 123 and forms part of Contractor's LMR System Maintenance Work. The software listed below are considered Third Party Software and covered by the LMR Agreement, and Exhibit B (LMR System Specifications) is hereby amended to add the Third Party Software below.

Document	Links
<b>Addendum to a Primary Agreement</b>	<a href="https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US_addendum_to_a_primary_agreement.pdf">https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US_addendum_to_a_primary_agreement.pdf</a>
<b>Data Processing Addendum – U.S.</b>	<a href="https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/data_processing_addendum_US.pdf">https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/data_processing_addendum_US.pdf</a>

End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Third Party Provider	Links
<b>Palo Alto</b>	EULA: <a href="http://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf">www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf</a> Authority Data Processing Addendum: <a href="http://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf">www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf</a>
<b>Carbon Black (VMWare)</b>	Terms of Service: <a href="http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf">www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf</a> Data Processing Agreement: <a href="http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf">www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf</a>



## 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, 2024

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

Dear Directors:

### **APPROVE AN AGREEMENT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT CASTRO PEAK (CPK)**

#### **SUBJECT**

Board approval is requested to approve an Agreement with Diversified Communications Services LLC (Diversified) for Tower Demolition and Removal Services at the Castro Peak (CPK) site and delegate authority to the Executive Director to execute the Agreement, in substantially similar form to the enclosed Agreement, for a total contract amount of \$144,000. Diversified was determined to be the lowest priced, responsive, and responsible bidder for the competitive procurement issued for the CPK tower work, with no protests filed.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Find that (a) approval of an Agreement for tower demolition and removal services at the CPK site is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under the California Environmental Quality Act (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, and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.

**AGENDA ITEM J**

2. Approve entering into an Agreement with Diversified Communications Services LLC for Tower Demolition and Removal Services at the CPK site, in substantially similar in form to the attached Enclosure, for a total contract amount of \$144,000.
3. Delegate authority to the Executive Director as follows:
  - a. To execute the Agreement substantially similar in form to the attached Enclosure.
  - b. To approve and execute Amendments to the Agreement that do not impact the total not-to-exceed contract amount, the term, or any terms or conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.
  - c. To issue Notices to Proceed for work contemplated in the Agreement.

### **BACKGROUND**

On October 10, 2023, your Board authorized the Executive Director to issue one or more procurements for tower demolition and removal services at certain Land Mobile Radio (LMR) System sites as may be needed.

As your Board is aware, on November 17, 2023, Final LMR System Acceptance was achieved and the final year of the Warranty Period commenced and is nearing completion. In connection with the acceptance, it is necessary for equipment such as antennas, microwave dishes, etc. to be migrated from existing towers onto newly built towers at certain LMR System sites, including, but not limited to, the CPK site. Moreover, the removal of the existing tower is a condition in the planning permit allowing the construction of the new LA-RICS LMR towers for sites in the coastal zone, such is the case with CPK.

On March 7, 2024, your Board approved an agreement for tower demolition and removal at the Tower Peak (TWR) site, which has been successfully completed. The CPK site is the second site where equipment was successfully migrated off the existing tower and onto the new LMR tower, which now allows the existing tower be demolished. Your Board's approval of the attached Agreement with Diversified Communications Services LLC will allow for the existing tower at the CPK site to be removed in accordance with our use permit.

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

The purpose of the recommended action is to allow the Authority to enter into a contract with Diversified for tower demolition and removal services at the CPK site in the amount of \$144,000.

### **CONTRACTING PROCESS**

On April 18, 2024, the Authority released the Invitation for Bids (IFB) for Tower Demolition and Removal at the Castro Peak (CPK) site. The solicitation was posted on the County's "Doing Business with Us" website and on the LA-RICS website.

On May 20, 2024, a mandatory bidder's conference was held and a mandatory bidder site walk took place on May 21, 2024, at the CPK site located in Malibu, CA.

On August 19, 2024, four (4) bids were received in response to the IFB from Diversified Communication Services LLC, Jitney Company, Inc., Metro RF Services, Inc., and Standard Demolition, Inc. All four (4) bids were reviewed for compliance with the bidders' minimum qualifications set forth in the IFB. One company, Metro RF Services, Inc., failed to meet a minimum qualification, was determined by the Authority to be non-responsive, and was disqualified from further consideration. As a result, Diversified Communications Services LLC was determined to be lowest priced, responsive, and responsible bidder.

On September 5, 2024, all bidders were notified of the results of the bid review, whereby Diversified was notified of its lowest bid status. The Authority and its subject matter experts have reviewed Diversified's proposed cost and determined the cost for performing the requested services to be reasonable and in accordance with industry standards. No other bidders submitted any protest of the recommended award to Diversified Communications Services LLC. Authority staff recommend entering into an Agreement, substantially similar to the Enclosure.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impact of the project at the CPK site was evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended action to award a contract for tower demolition and removal services at the CPK site is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP is applicable to the current recommendation. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken at the CPK site that would require

revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon your Board's approval of the recommended action, the Authority will file a Notice of Determination (NOD) for the CPK site with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

### **FISCAL IMPACT/FINANCING**

The total contract amount is \$144,000 for the Tower Demolition and Removal Services at the CPK site. The work will be funded by the Urban Areas Security Initiative (UASI) 2023 grant or by the California State Budget Act funds of 2022 depending on the date of completion in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget.

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

The Authority's counsel has reviewed the recommended actions.

### **CONCLUSION**

Upon your 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

Enclosure

cc: Counsel to the Authority



**CONTRACT NO. LARICS-020**

**BY AND BETWEEN**

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

**AND**

**DIVERSIFIED COMMUNICATIONS SERVICES LLC**

**FOR**

**TOWER DEMOLITION AND REMOVAL SERVICES  
AT CASTRO PEAK (CPK)**

**AGENDA ITEM J - ENCLOSURE**



CONTRACT PROVISIONS  
TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS .....		1
1.	APPLICABLE DOCUMENTS.....	1
2.	DEFINITIONS.....	2
3.	WORK.....	5
4.	TERM OF CONTRACT .....	5
5.	CONTRACT SUM .....	6
6.	ADMINISTRATION OF CONTRACT – LA-RICS AUTHORITY .....	8
7.	ADMINISTRATION OF CONTRACT – CONTRACTOR .....	9
8.	AMENDMENTS .....	11
9.	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS .....	11
10.	AUTHORIZATION WARRANTY.....	12
11.	BUDGET REDUCTIONS.....	12
12.	COMPLIANCE WITH APPLICABLE LAWS .....	13
13.	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	13
14.	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM .....	14
15.	CONFLICT OF INTEREST .....	15
16.	COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS.....	16
17.	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	16
18.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW .....	19
19.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	19
20.	LA-RICS AUTHORITY'S QUALITY ASSURANCE PLAN .....	19
21.	DAMAGE TO LA-RICS AUTHORITY FACILITIES, BUILDINGS OR GROUNDS .....	20
22.	EMPLOYMENT ELIGIBILITY VERIFICATION .....	20
23.	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS .....	21
24.	FAIR LABOR STANDARDS.....	21
25.	FORCE MAJEURE.....	21

---

26.	GOVERNING LAW, JURISDICTION, AND VENUE .....	22
27.	INDEPENDENT CONTRACTOR STATUS .....	22
28.	INDEMNIFICATION .....	23
29.	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	23
30.	INSURANCE COVERAGE.....	27
31.	LIQUIDATED DAMAGES .....	28
32.	MOST FAVORED PUBLIC ENTITY .....	29
33.	NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	29
34.	NON EXCLUSIVITY .....	31
35.	NOTICE OF DELAYS.....	31
36.	NOTICE OF DISPUTES.....	31
37.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	31
38.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	31
39.	NOTICES.....	32
40.	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	32
41.	PUBLIC RECORDS ACT .....	32
42.	PUBLICITY .....	32
43.	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	33
44.	RECYCLED BOND PAPER .....	34
45.	SUBCONTRACTING .....	34
46.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	35
47.	TERMINATION FOR CONVENIENCE.....	36
48.	TERMINATION FOR DEFAULT .....	36
49.	TERMINATION FOR IMPROPER CONSIDERATION .....	38
50.	TERMINATION FOR INSOLVENCY.....	38
51.	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	39
52.	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	39
53.	VALIDITY .....	39
54.	WAIVER .....	39

55. WARRANTY AGAINST CONTINGENT FEES ..... 39  
56. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ..... 40  
57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.. 40  
58. TIME OFF FOR VOTING..... 40  
59. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING ..... 41  
60. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES .. 41  
61. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY..... 41  
62. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)..... 41  
63. INJURY AND ILLNESS PREVENTION PROGRAM..... 42  
64. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT ..... 42  
65. SURVIVAL ..... 43  
SIGNATURES..... 44

**CONTRACT EXHIBITS**

**EXHIBIT 1 SCOPE OF WORK**

- Attachment A: Site Plan
- Attachment B: Applicable Mitigation Measures, LA-RICS LMR Site CPK, Master LMR Migration List
- Attachment C: Fire Management Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) Project
- Attachment D: Toxic Substance Management and Spill Response Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System
- Attachment E: National Park Service Special Use Permit (SUP)

**EXHIBIT 2 SCHEDULE OF PRICES**

**EXHIBIT 3 LA-RICS AUTHORITY'S ADMINISTRATION**

**EXHIBIT 4 CONTRACTOR'S ADMINISTRATION**

**EXHIBIT 5 GRANT FUNDING REQUIREMENTS**

**EXHIBIT 6 SAFELY SURRENDERED BABY LAW**

**CONTRACT BETWEEN**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS**  
**SYSTEM (LA-RICS) AUTHORITY (AUTHORITY)**  
**AND**  
**DIVERSIFIED COMMUNICATIONS SERVICES LLC**  
**FOR**  
**TOWER DEMOLITION AND REMOVAL SERVICES AT CASTRO PEAK**  
**(CPK)**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), hereinafter referred to as LA-RICS Authority and Diversified Communications Services LLC, hereinafter referred to as Contractor.

**RECITALS**

WHEREAS, the LA-RICS Authority may contract with private businesses for Tower Demolition and Removal Services at the LA-RICS Authority Land Mobile Radio Site named Castro Peak (CPK) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Tower Demolition and Removal Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1. APPLICABLE DOCUMENTS**

Exhibits 1-6 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibit 1                      Scope of Work and Attachments  
Attachment A – Site Plan

Attachment B – Applicable Mitigation Measures, LA-RICS LMR Site CPK

Attachment C – Fire Management Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) Project

Attachment D - Toxic Substance Management and Spill Response Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System

Attachment E - National Park Service Special Use Permit (SUP)

- |           |                                    |
|-----------|------------------------------------|
| Exhibit 2 | Schedule of Prices                 |
| Exhibit 3 | LA-RICS Authority's Administration |
| Exhibit 4 | Contractor's Administration        |
| Exhibit 5 | Grant Funding Requirements         |
| Exhibit 6 | Safely Surrendered Baby Law        |

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8 (Amendments) of this Contract and signed by both parties.

## **2. DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 "LA-RICS Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.2 "County" means the County of Los Angeles, California.
- 2.3 "Awarding Entity/LA-RICS Authority" means the LA-RICS Authority.

- 2.4 "Board of Directors" means the LA-RICS Authority Joint Powers Authority Board of Directors.
- 2.5 "Owner" means the LA-RICS Authority.
- 2.6 "Executive Director" means the Executive Director of the LA-RICS Authority or his authorized representative.
- 2.7 "Architect" means B&J HBK, Inc., dba Brandow & Johnston, or their authorized representative.
- 2.8 "Contract" means the agreement which has been executed by the Contractor and the LA-RICS Authority.
- 2.9 "Contractor Project Director" means the individual designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.
- 2.10 "Contractor Project Manager" means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.11 "Contractor" means the Prime Contractor awarded the Contract by the LA-RICS Authority Board of Directors.
- 2.12 "Award of Contract" means the date the Board of Directors awards the construction Contract to the Contractor.
- 2.13 "LA-RICS Authority Project Director" means the person designated by LA-RICS Authority with authority for LA-RICS Authority on contractual or administrative matters relating to this Contract that cannot be resolved by the LA-RICS Authority's Project Manager.
- 2.14 "LA-RICS Authority Project Manager" means the person designated by LA-RICS Authority's Project Director to manage the operations under this Contract.
- 2.15 "Notice to Proceed" means the date the Executive Director authorizes the Contractor to proceed with the Contract work.
- 2.16 "Acceptance of the Project" means LA-RICS Authority's Board of Directors or the LA-RICS Authority's Executive Director's acceptance of the work.
- 2.17 "Work" means the demolition and related services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided

by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

- 2.18 "The Project" is the total Work performed under the Contract Documents, and may be the whole or a part of such Work, and which may include work by the LA-RICS Authority or others.
- 2.19 "Day" means calendar day unless otherwise specified.
- 2.20 "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 2.21 "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the work, and performance of related services.
- 2.22 "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
- 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
  - 2) Alert as to problem areas prior to issuing Noncompliance.
  - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
  - 4) Give notice of approval.
  - 5) Provide general project information.
  - 6) Define delinquent submittals.
  - 7) Advise Contractor of not complying with safety requirements.
- 2.23 "Noncompliance Notice" means a sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

### **3. WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the LA-RICS Authority.
- 3.3 The scope of work is outlined in Exhibit 1 (Scope of Work and Attachments). Contractor's bid, Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Invitation for Bids (IFB) for Tower Demolition and Removal at Castro Peak (CPK), and all addenda/notices to the IFB, are incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between the Agreement and Contractor's proposal are found, such conflict or inconsistency must be resolved by giving precedence first to the Contract and its attachments.
- 3.4 No work will commence on this project until a Notice to Proceed (NTP) is issued by LA-RICS Authority. LA-RICS Authority does not guarantee or promise that any work will be assigned to Contractor under this Contract until a written Notice to Proceed is issued by the LA-RICS Authority.
- 3.5 No additional work will be performed without an approved Change Order.
- 3.6 All additional work provided herein must commence on the specified date on the Change Order. The Contractor must proceed diligently to complete said work within the time allotted.

### **4. TERM OF CONTRACT**

- 4.1 The term of this Contract will be for a period of four (4) months from the Effective Date, of which the work must be completed and accepted as completed the by the LA-RICS Authority within the Contract term, unless otherwise extended by the LA-RICS Authority in its sole discretion. The Contract will commence following the LA-RICS Authority Joint Powers Authority (JPA) Board of Directors (Board) approval, award and execution of the Contract by both parties.
- 4.2 The LA-RICS Authority will have the sole option to extend this Contract term for up to three (3) additional one (1) month to month extension options, for a maximum total Contract term of seven (7) months. Each such option will be exercised at the sole discretion of the LA-RICS Authority Executive Director or its designee as authorized by the Board of Directors. The County maintains a database that track/monitor contractor performance



history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future LA-RICS Authority contract or extension option.

- 4.3 The Contractor must notify the LA-RICS Authority when this Contract is within one (1) month from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the LA-RICS Authority at the address herein provided in Exhibit 3 (LA-RICS Authority's Administration).

## **5. CONTRACT SUM**

### **5.1 Total Contract Sum**

In consideration of the performance by Contractor in a manner satisfactory to LA-RICS Authority of the services described in Paragraph 3 (Work) to this Contract, including receipt and acceptance of such work by the Executive Director, LA-RICS Authority agrees to pay Contractor a not to exceed amount of **One Hundred and Forty-Four Thousand Dollars (\$144,000)** according to the Schedule of Prices attached to this Contract as Exhibit 2 (Schedule of Prices). The LA-RICS Authority does not guarantee any work or services of any specific monetary amount under this Contract.

### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the LA-RICS Authority's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to LA-RICS Authority at the address herein provided in Exhibit 3 (LA-RICS Authority's Administration).

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor will have no claim against LA-RICS Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify LA-RICS Authority and must immediately repay all such funds to LA-RICS Authority. Payment by LA-RICS Authority for services rendered after expiration/termination of this Contract will not constitute a waiver of LA-RICS Authority's right to recover such payment from the Contractor.

**5.5 Invoices and Payments**

5.5.1 The Contractor must invoice the LA-RICS Authority only for providing the tasks, deliverables, goods, services, work hours and facility and other work specified in Exhibit 1 (Scope of Work and Attachments) and elsewhere hereunder and provide information that describes the work performed. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the LA-RICS Authority under the terms of this Contract.

5.5.2 The Contractor's payments will be as provided in Exhibit 2 (Schedule of Prices) to this Contract, and the Contractor will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed by the LA-RICS Authority. If the LA-RICS Authority does not approve work in writing, no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the LA-RICS Authority by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

LA-RICS Authority  
Attention: Fiscal  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

5.5.5 **LA-RICS Authority Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the LA-RICS Authority's Project Manager prior to any payment thereof. In no event will the LA-RICS Authority be liable or

responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The LA-RICS Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the LA-RICS Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the LA-RICS Authority, will decide whether to approve exemption requests.

**6. ADMINISTRATION OF CONTRACT – LA-RICS AUTHORITY**

**6.1 LA-RICS Authority Administration**

A listing of all LA-RICS Authority Administration referenced in the following Paragraphs are designated in Exhibit 3 (LA-RICS Authority's Administration). The LA-RICS Authority will notify the Contractor in writing of any changes as they occur:

## **6.2 LA-RICS Authority's Project Director**

Responsibilities of the LA-RICS Authority's Project Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to LA-RICS Authority policy, information requirements, and procedural requirements.

## **6.3 LA-RICS Authority's Project Manager**

The responsibilities of the LA-RICS Authority's Project Manager include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The LA-RICS Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate LA-RICS Authority in any respect whatsoever.

# **7. ADMINISTRATION OF CONTRACT – CONTRACTOR**

## **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit 4 (Contractor's Administration). The Contractor will notify the LA-RICS Authority in writing of any change as they occur.

## **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit 4 (Contractor's Administration). The Contractor must notify the LA-RICS Authority in writing of any change to Exhibit 4 (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with LA-RICS Authority's Project Manager and LA-RICS Authority's Contract Project Monitor on a regular basis.

7.2.3 The Contractor's Project Manager must have a minimum of five (5) years of experience providing tower demolition services.

### **7.3 Approval of Contractor's Staff**

LA-RICS Authority has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.5 Background and Security Investigations**

Background and security investigations of Contractor's staff may be required at the discretion of the LA-RICS Authority as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

### **7.6 Confidentiality**

7.6.1 Contractor must maintain the confidentiality of all records and information (ex: proprietary information, software codes, trade secrets, confidential information, etc.), whether of LA-RICS Authority or third parties, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LA-RICS Authority policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS

Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

## **8. AMENDMENTS**

- 8.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the LA-RICS Authority's Executive Director.
- 8.2 The LA-RICS Authority's Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LA-RICS Authority reserves the right to add and/or change such provisions as required by the LA-RICS Authority Board of Directors. To implement such changes, an Amendment and/or Change Order to the Contract must be prepared and executed by the Contractor and by the LA-RICS Authority's Executive Director.
- 8.3 The LA-RICS Authority Executive Director or Board of Directors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.

## **9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 9.1 The Contractor must notify the LA-RICS Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. This information must be provided by the vendor on the required form in Exhibit 1 (Bidder's Organization Questionnaire/Affidavit). If the Contractor is restricted from legally notifying the LA-RICS Authority of pending acquisitions/mergers, then it should notify the LA-RICS Authority of the actual acquisitions/mergers as soon as the law allows and provide to the LA-RICS Authority the legal framework that restricted it from notifying the LA-RICS Authority prior to the actual acquisitions/mergers.
- 9.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of LA-RICS Authority, in its discretion, and any attempted

assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, LA-RICS Authority consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LA-RICS Authority to any approved delegate or assignee on any claim under this Contract will be deductible, at LA-RICS Authority's sole discretion, against the claims, which the Contractor may have against the LA-RICS Authority.

- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LA-RICS Authority's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, LA-RICS Authority will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **10. AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **11. BUDGET REDUCTIONS**

In the event that the LA-RICS Authority's Board of Directors adopts, in any fiscal year, a LA-RICS Authority Budget which provides for reductions with respect to LA-RICS Authority contracts, and in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, and by extension the LA-RICS Authority Contracts, the LA-RICS Authority reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The LA-RICS Authority's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

## **12. COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor must indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.2 will be conducted by Contractor and performed by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority will be entitled to retain its own counsel, including, without limitation, LA-RICS County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

## **13. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the LA-RICS Authority:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.



2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **14.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), incorporated by reference and made part of this Contract.

### **14.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the LA-RICS Authority's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or LA-RICS Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or LA-RICS Authority Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LA-RICS Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to

perform services for the LA-RICS Authority under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the LA-RICS Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The LA-RICS Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LA-RICS Authority's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LA-RICS Authority contracts for a period of time consistent with the seriousness of the breach.

## **15. CONFLICT OF INTEREST**

- 15.1 No LA-RICS Authority employee whose position to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the LA-RICS Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LA-RICS Authority's approval or ongoing evaluation of such work.
- 15.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of, and its authorized officers have read, any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full

written disclosure of such facts to the LA-RICS Authority. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

## **16. COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS**

- 16.1 Availability of Funding. Contractor must comply with all applicable federal grant funding requirements set forth in Exhibit 5 (Grant Funding Requirements) to this Contract. Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS project. This Agreement may be terminated for convenience in whole or in part upon a loss or reduction of grant funds or other applicable funding resources.
- 16.2 Contractor must comply with all requirements to the extent applicable to Contractor and necessary for the LA-RICS Authority, or any of its member agencies, to comply with and to qualify for funding resources and receive funds, including but not limited to those funds and resources identified in Exhibit 5 (Grant Funding Requirements) to this Contract, as such Attachment may be updated or modified from time to time, for expenditures under this Agreement. Without altering the foregoing responsibilities, the Authority may update or modify Exhibit 5 (Grant Funding Requirements) to this Contract if required to by law or the federal grantor, from time to time, by way of amendment(s). In the event any such change impacts the scope and/or cost of the Work, Consultant will be entitled to request an amendment to cover any approved cost increase.
- 16.3 Funding Disallowance. To the extent that funds are disallowed as a result of Contractor's or its subcontractors' acts and/or omissions inconsistent with its obligations under this Agreement, and to the extent not caused by a force majeure or the acts and/or omissions of the LA-RICS Authority, Contractor will remain responsible to the LA-RICS Authority for any and all deliverables and other work, but the LA-RICS Authority will have no payment obligation to the Contractor to the extent of such disallowed funds.

## **17. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **17.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LA-RICS Authority and County's policy to conduct business only with responsible Contractors.

## **17.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the LA-RICS Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LA-RICS Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LA-RICS Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LA-RICS Authority.

## **17.3 Non-responsible Contractor**

The LA-RICS Authority may debar a Contractor if the Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LA-RICS Authority or a nonprofit corporation created by the LA-RICS Authority, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LA-RICS Authority, any other public entity, or a nonprofit corporation created by the LA-RICS Authority, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LA-RICS Authority or any other public entity.

## **17.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the LA-RICS Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**17.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of LA-RICS Authority Contractors.

**18. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all LA-RICS Authority and County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit 6 (Safely Surrendered Baby Law), in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

19.1 The Contractor acknowledges that the LA-RICS Authority and County has established a goal of ensuring that all individuals who benefit financially from the LA-RICS Authority and County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the LA-RICS Authority and County and its taxpayers.

19.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract 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 will 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).

**20. LA-RICS AUTHORITY'S QUALITY ASSURANCE PLAN**

The LA-RICS Authority or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms

and conditions and performance standards. Contractor deficiencies which the LA-RICS Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Directors and listed in the appropriate contractor performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the LA-RICS Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the LA-RICS Authority may terminate this Contract or impose other penalties as specified in this Contract.

## **21. DAMAGE TO LA-RICS AUTHORITY FACILITIES, BUILDINGS OR GROUNDS**

- 21.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to LA-RICS Authority or its member agencies facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 21.2 If the Contractor fails to make timely repairs, LA-RICS Authority may make any necessary repairs. All costs incurred by LA-RICS Authority, as determined by LA-RICS Authority, for such repairs must be repaid by the Contractor by cash payment upon demand.

## **22. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 22.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 22.2 The Contractor must indemnify, defend, and hold harmless, the LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Contractor or the LA-RICS Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one (1) and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The LA-RICS Authority and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8 (Amendments) of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

**24. FAIR LABOR STANDARDS**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the LA-RICS Authority may be found jointly or solely liable.

**25. FORCE MAJEURE**

25.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in



sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 25.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **26. GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **27. INDEPENDENT CONTRACTOR STATUS**

- 27.1 This Contract is by and between the LA-RICS Authority and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LA-RICS Authority and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The LA-RICS Authority will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 27.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the LA-RICS Authority. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 27.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Contract.

## **28. INDEMNIFICATION**

The Contractor must indemnify, defend and hold harmless the County of Los Angeles, LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, and site owner ("LA-RICS Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LA-RICS Authority Indemnitees.

## **29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of LA-RICS Authority Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 29 (General Provisions for All Insurance Coverage) and 30 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The LA-RICS Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **29.1 Evidence of Coverage and Notice to LA-RICS Authority**

- Certificate(s) of insurance coverage (Certificate) satisfactory to LA-RICS Authority, and a copy of an Additional Insured endorsement confirming LA-RICS Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to LA-RICS Authority at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to LA-RICS Authority not less than 10 days prior to Contractor's policy expiration dates. The LA-RICS Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LA-RICS Authority required endorsement forms.

- Neither the LA-RICS Authority 's failure to obtain, nor the LA-RICS Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

LA-RICS Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attn: Executive Director, Scott Edson  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

Contractor also must promptly report to LA-RICS Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on LA-RICS Authority or its member agencies property, and any loss, disappearance, destruction, misuse, or theft of LA-RICS Authority property, monies or securities entrusted to Contractor. Contractor also must promptly notify LA-RICS Authority of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or LA-RICS Authority.

## **29.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, the LA-RICS Authority, its member agencies in the LA-RICS Authority, its directors, appointed officers, employees, agents, volunteers, trustees, and the site owner (collectively LA-RICS Authority and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LA-RICS Authority. LA-RICS Authority and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LA-RICS Authority. The full policy limits and scope of protection also must apply to the LA-RICS Authority and its Agents as an additional insured, even if they exceed the LA-RICS Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required

Insurance provisions herein. At the request of the LA-RICS Authority, Contractor must provide updated Certificate(s) of Insurance and/or additional insured endorsement(s) naming a specific LA-RICS Authority Indemnitee as described herein, within fourteen (14) day from the date of the request.

### **29.3 Cancellation of or Change in Insurance**

Contractor must provide LA-RICS Authority with, or Contractor's insurance policies must contain a provision that LA-RICS Authority will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to LA-RICS Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LA-RICS Authority, upon which the LA-RICS Authority may suspend or terminate this Contract.

### **29.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which LA-RICS Authority immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. LA-RICS Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LA-RICS Authority may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### **29.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the LA-RICS Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by LA-RICS Authority.

### **29.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any LA-RICS Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

### **29.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against LA-RICS Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### **29.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide LA-RICS Authority with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the LA-RICS Authority and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain LA-RICS Authority's prior review and approval of any subcontractor request for modification of the Required Insurance.

### **29.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the LA-RICS Authority to pay any portion of any Contractor deductible or SIR. The LA-RICS Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the LA-RICS Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

### **29.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

### **29.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**29.12 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**29.13 Alternative Risk Financing Programs**

The LA-RICS Authority reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LA-RICS Authority and its Agents must be designated as an Additional Covered Party under any approved program.

**29.14 LA-RICS Authority Review and Approval of Insurance Requirements**

The LA-RICS Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon LA-RICS Authority's determination of changes in risk exposures.

**30. INSURANCE COVERAGE**

**30.1 Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LA-RICS Authority and its Agents as an additional insured, with limits of not less than:

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

**30.2 Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**30.3 Workers Compensation and Employers' Liability insurance** or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

LA-RICS Authority as the Alternate Employer. The written notice must be provided to LA-RICS Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **31. LIQUIDATED DAMAGES**

- 31.1 If, in the judgment of the Executive Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the LA-RICS Authority, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.
- 31.2 If the Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Contractor will be liable to the LA-RICS Authority for liquidated damages in said amount. Said amount will be deducted from the LA-RICS Authority's payment to the Contractor; and/or
  - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the LA-RICS Authority may correct any and all deficiencies and the total costs incurred by the LA-RICS Authority for completion of the work by an alternate source, whether it be LA-RICS Authority forces or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the LA-RICS Authority, as determined by the LA-RICS Authority.

- 31.3 The action noted in this Paragraph must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LA-RICS Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 31.4 This Paragraph must not, in any manner, restrict or limit the LA-RICS Authority's right to damages for any breach of this Contract provided by law or as specified in in Paragraph 31.2 above, and must not, in any manner, restrict or limit the LA-RICS Authority's right to terminate this Contract as agreed to herein.

## **32. MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the LA-RICS Authority.

## **33. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 33.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 Contractor certifies to the LA-RICS Authority each of the following:
1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.



- 33.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.4 The Contractor 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.
- 33.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 Contract or under any project, program, or activity supported by this Contract.
- 33.6 The Contractor will allow LA-RICS Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by the LA-RICS Authority.
- 33.7 If the LA-RICS Authority finds that any provisions of this Paragraph 33 have been violated, such violation will constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract. While the LA-RICS Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the LA-RICS Authority that the Contractor has violated the anti-discrimination provisions of this Contract.
- 33.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LA-RICS Authority will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**34. NON EXCLUSIVITY**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict LA-RICS Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

**35. NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**36. NOTICE OF DISPUTES**

The Contractor must bring to the attention of the LA-RICS Authority's Project Manager and/or LA-RICS Authority's Project Director any dispute between the LA-RICS Authority and the Contractor regarding the performance of services as stated in this Contract. If the LA-RICS Authority's Project Manager or LA-RICS Authority's Project Director is not able to resolve the dispute, the Head, or designee will resolve it.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

**38. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit 6 (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **39. NOTICES**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be electronically sent or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits 3 (LA-RICS Authority's Administration) and Exhibit 4 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director will have the authority to issue all notices or demands required or permitted by the LA-RICS Authority under this Contract.

### **40. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the LA-RICS Authority agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **41. PUBLIC RECORDS ACT**

41.1 Any documents submitted by the Contractor; all information obtained in connection with the LA-RICS Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 43 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the LA-RICS Authority. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The LA-RICS Authority will not in any way be 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.

41.2 In the event the LA-RICS Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LA-RICS Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **42. PUBLICITY**

42.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or

required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the LA-RICS Authority will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LA-RICS Authority without the prior written consent of the Executive Director. The LA-RICS Authority will not unreasonably withhold written consent.

42.2 The Contractor may, without the prior written consent of LA-RICS Authority, indicate in its bids and sales materials that it has been awarded this Contract with the LA-RICS Authority of Los Angeles, provided that the requirements of this Paragraph 42 (Publicity) will apply.

### **43. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the LA-RICS Authority, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the LA-RICS Authority during the term of this Contract and for a period of five (5) years thereafter unless the LA-RICS Authority's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LA-RICS Authority's option, the Contractor will pay the LA-RICS Authority for travel, per diem, and other costs incurred by the LA-RICS Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

43.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable

Federal or State law or under this Contract. Subject to applicable law, the LA-RICS Authority will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 43.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 will constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract.
- 43.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LA-RICS Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LA-RICS Authority's dollar liability for any such work is less than payments made by the LA-RICS Authority to the Contractor, then the difference must be either: a) repaid by the Contractor to the LA-RICS Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the LA-RICS Authority, whether under this Contract or otherwise. If such audit finds that the LA-RICS Authority's dollar liability for such work is more than the payments made by the LA-RICS Authority to the Contractor, then the difference will be paid to the Contractor by the LA-RICS Authority by cash payment, provided that in no event will the LA-RICS Authority's maximum obligation for this Contract exceed the funds appropriated by the LA-RICS Authority for the purpose of this Contract.

#### **44. RECYCLED BOND PAPER**

Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **45. SUBCONTRACTING**

- 45.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the LA-RICS Authority**. Any attempt by the Contractor to subcontract without the prior consent of the LA-RICS Authority may be deemed a material breach of this Contract.
- 45.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the LA-RICS Authority's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the LA-RICS Authority.

- 45.3 The Contractor must indemnify and hold the LA-RICS Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 45.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LA-RICS Authority's approval of the Contractor's proposed subcontract.
- 45.5 The LA-RICS Authority's consent to subcontract will not waive the LA-RICS Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LA-RICS Authority right.
- 45.6 The LA-RICS Authority's Executive Director is authorized to act for and on behalf of the LA-RICS Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LA-RICS Authority, Contractor will forward a fully executed subcontract to the LA-RICS Authority for their files.
- 45.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LA-RICS Authority's consent to subcontract.
- 45.8 The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LA-RICS Authority from each approved Subcontractor. The Contractor must ensure delivery of all such documents to the following before any Subcontractor employee may perform any work hereunder:

LA-RICS Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attn: Executive Director, Scott Edson  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

**46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, will constitute default under this Contract.

Without limiting the rights and remedies available to the LA-RICS Authority under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the LA-RICS Authority may terminate this Contract pursuant to Paragraph 48 (Termination for Default) and pursue debarment of the Contractor of this Contract, pursuant to [County Code Chapter 2.202](#).

## **47. TERMINATION FOR CONVENIENCE**

- 47.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LA-RICS Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 47.2 After receipt of a notice of termination and except as otherwise directed by the LA-RICS Authority, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as would not have been terminated by such notice.
- 47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 43 (Record Retention and Inspection/Audit Settlement).
- 47.4 LA-RICS Authority will not incur any liability to Contractor, other than payment for work already performed and approved by the LA-RICS Authority, up to the date of termination.

## **48. TERMINATION FOR DEFAULT**

- 48.1 The LA-RICS Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Executive Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of

this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LA-RICS Authority may authorize in writing) after receipt of written notice from the LA-RICS Authority specifying such failure.

- 48.2 In the event that the LA-RICS Authority terminates this Contract in whole or in part as provided in Paragraph 48.1, the LA-RICS Authority may procure, upon such terms and in such manner as the may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the LA-RICS Authority for any and all excess costs incurred by the LA-RICS Authority, as determined by the LA-RICS Authority, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 48.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LA-RICS Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 48.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 48.4 If, after the LA-RICS Authority has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 47 (Termination for Convenience).
- 48.5 The rights and remedies of the LA-RICS Authority provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



## **49. TERMINATION FOR IMPROPER CONSIDERATION**

- 49.1 The LA-RICS Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LA-RICS Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LA-RICS Authority will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 49.2 The Contractor must immediately report any attempt by a County or LA-RICS Authority officer or employee to solicit such improper consideration. The report must be made either to the County or LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **50. TERMINATION FOR INSOLVENCY**

- 50.1 The LA-RICS Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 50.2 The rights and remedies of the LA-RICS Authority provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**51. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County or LA-RICS Authority Lobbyist or County or LA-RICS Authority Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the LA-RICS Authority may in its sole discretion, immediately terminate or suspend this Contract.

**52. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the LA-RICS Authority will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LA-RICS Authority's future fiscal years unless and until the LA-RICS Authority's Board of Directors appropriates funds for this Contract in the LA-RICS Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The LA-RICS Authority will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**53. VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

**54. WAIVER**

No waiver by the LA-RICS Authority of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the LA-RICS Authority to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**55. WARRANTY AGAINST CONTINGENT FEES**

55.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or

selling agencies maintained by the Contractor for the purpose of securing business.

55.2 For breach of this warranty, the LA-RICS Authority will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**56. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that it will follow County's established goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

**57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 56 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Contract will constitute default under this Contract. Without limiting the rights and remedies available to LA-RICS Authority under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which LA-RICS Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**58. TIME OFF FOR VOTING**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**59. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County or LA-RICS Authority will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County or LA-RICS Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**60. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contract.

**61. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Contractor acknowledges that the LA-RICS Authority takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the LA-RICS Authority strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the LA-RICS Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

**62. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a LA-RICS Authority solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation.

A Bidder/Contractor is also prohibited from submitting a bid or proposal in a LA-RICS Authority solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the LA-RICS Authority. A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the LA-RICS Authority solicitation or the termination or cancellation of any resultant LA-RICS Authority contract.

### **63. INJURY AND ILLNESS PREVENTION PROGRAM**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **64. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

64.1 LA-RICS Authority will be the sole owner of all right, title and interest, including copyright, in and to all designs, specifications, software, plans, diagrams, facilities, and tools techniques, reports, deliverables, data, photographs, maps, images, graphics, text, videos, advertising, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or will be the sole property of LA-RICS Authority (hereafter collectively, "LA-RICS Authority Materials which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the LA-RICS Authority all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

64.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. LA-RICS Authority will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

64.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor

considers to be proprietary or confidential, must be specifically identified by the Contractor to the LA-RICS Authority as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

64.4 The LA-RICS Authority will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LA-RICS Authority agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

64.5 Notwithstanding any other provision of this Contract, the LA-RICS Authority will not be obligated to the Contractor in any way under Paragraph 64.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends for any disclosure which the LA-RICS Authority is required to make under any state or federal law or order of court.

## **65. SURVIVAL**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/ Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8	Amendments
Paragraph 9	Assignment and Delegation/Mergers or Acquisitions
Paragraph 24	Fair Labor Standards
Paragraph 25	Force Majeure
Paragraph 26	Governing Law, Jurisdiction, and Venue
Paragraph 28	Indemnification
Paragraph 29	General Provisions for all Insurance Coverage
Paragraph 30	Insurance Coverage
Paragraph 31	Liquidated Damages
Paragraph 39	Notices
Paragraph 43	Record Retention and Inspection/Audit Settlement
Paragraph 47	Termination for Convenience
Paragraph 48	Termination for Default
Paragraph 53	Validity
Paragraph 54	Waiver

Paragraph 62	Prohibition from Participation in Future Solicitation(s)
Paragraph 64	Ownership of Materials, Software and Copyright
Paragraph 65	Survival

IN WITNESS WHEREOF, the LA-RICS Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

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

DIVERSIFIED COMMUNICATIONS  
SERVICES LLC

By \_\_\_\_\_  
Scott Edson, Executive Director

By \_\_\_\_\_  
Steven Hurley, President License  
Holder

APPROVED AS TO FORM FOR THE  
LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM (LA-RICS) AUTHORITY:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



**CONTRACT FOR  
TOWER DEMOLITION AND REMOVAL SERVICES  
AT CASTRO PEAK (CPK)**

**TABLE OF CONTENTS OF EXHIBITS TO THE CONTRACT**

**EXHIBITS**

- Exhibit 1 SCOPE OF WORK AND ATTACHMENTS
- Attachment A: Site Plan
  - Attachment B: Applicable Mitigation Measures, LA-RICS LMR Site CPK
  - Attachment C: Fire Management Plan for the Los Angeles Regional Interoperable Communications (LA-RICS) Land Mobile Radio (LMR) Project
  - Attachment D: Toxic Substance Management and Spill Response Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System
  - Attachment E: National Park Service Special Use Permit (SUP)
- Exhibit 2 SCHEDULE OF PRICES
- Exhibit 3 LA-RICS AUTHORITY'S ADMINISTRATION
- Exhibit 4 CONTRACTOR'S ADMINISTRATION
- Exhibit 5 GRANT FUNDING REQUIREMENTS
- Exhibit 6 SAFELY SURRENDERED BABY LAW

## SCOPE OF WORK

### TOWER DEMOLITION AND REMOVAL SERVICES AT CASTRO PEAK (CPK)

A. LA-RICS Authority Contract Manager or Designee

LA-RICS Authority Contract Manager (ACM) will be Mr. Evan Qiuxingyu who may be contacted at (310) 882-1495 or at [Evan.Qiuxingyu@jacobs.com](mailto:Evan.Qiuxingyu@jacobs.com) and will be available Monday through Thursday, 7 a.m. to 5 p.m. The ACM or designee is/are the only person(s) authorized by the LA-RICS Authority to request work of the Contractor. From time to time, the LA-RICS Authority may change the ACM or designee. The Contractor will be notified in writing when there is a change in the ACM or designee.

B. Work Location

SITE	ADDRESS	COORDINATES	TOWER TYPE	HEIGHT (ft)
CPK	928 Latigo Canyon Road Malibu, CA 90265	Latitude: 34°05'07.86" N Longitude: 118°47'07.53" W	3 legged self-supported steel lattice tower	120

C. Schedule

1. The Contractor must commence work within seven (7) calendar days from the date of Notice to Proceed (NTP) by the LA-RICS Authority. The Contractor must complete all work within twenty-one (21) calendar days from the date of notification of the Notice to Proceed by the LA-RICS Authority, unless otherwise specified by the LA-RICS Authority.
2. Any work authorized by a Change Order, will commence on the date prescribed on the Change Order, and will be completed within twenty-one (21) calendar days from the Change Order prescribed start date, unless otherwise specified by the LA-RICS Authority.
3. The Contractor must submit the following documentation within seven (7) calendar days upon receipt of an NTP issued by the LA-RICS Authority, for LA-RICS Authority review and approval. Any feedback from the LA-RICS Authority must be addressed by the Contractor within three (3) calendar days. Any necessary revisions must be incorporated within seven (7) calendar days upon the LA-RICS Authority providing related feedback.
  - a. Project Schedule (Schedule)
  - b. Method of Procedure (MOP) which outlines the steps and tasks required to complete the project, which includes, but is not limited to, equipment to be used, contacts, access routes, staging area. In the event a crane is to be used, the Contractor must include a crane pick-plan in the MOP.
  - c. Project Health & Safety Plan (PHSP)

4. Should the Contractor be obstructed or delayed in the beginning, continuation, or completion of the work by inclement weather or by any necessary or unavoidable act or delay of the LA-RICS Authority or by riot, insurrections, war, pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through the default of other parties under Contract; and if, in the opinion of the LA-RICS Authority, the ultimate completion of the entire work under this Contract is delayed thereby, then the time fixed for the completion of all work under contract will be extended for a period equivalent to the time the work is delayed by such means.
5. Labor strikes, that are not brought solely against the Contractor or subcontractor(s), if any, may constitute sufficient reason for extension of the time of completion within the provisions of this Contract.

**D. Hours and Days of Service**

Work Hours will be between 7 a.m. to 4 p.m., Monday through Friday, except on County-observed holidays, unless otherwise agreed upon between Contractor and the LA-RICS Authority. Work hours may be altered, when necessary, with the approval of the LA-RICS Authority.

Holidays Observed by the County of Los Angeles (County) and by extension the LA-RICS Authority are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In any event the Contractor deems necessary to work at night or on a Saturday, Sunday, or holiday, the Contractor must notify the LA-RICS Authority of such intention at least 24 hours in advance.

**E. Work Description**

The Contractor will provide radio tower demolition and removal services as follows:

1. At the CPK site, the radio tower to be removed is a 120-foot, 3 legged self-supported steel lattice tower, with large concrete block foundation sticking above grade.
2. Facilitate the removal of the tower while in compliance with all applicable codes, regulations, laws, measures, agreements, and safety requirements.
3. The County owns the radio equipment attached to the tower.

4. Removal of the CPK tower is predicated on the County migrating its radio equipment off the CPK tower to a newly-built tower, which is currently slated for June 2024; however, the timing of the equipment migration completion is subject to change due to unforeseen conditions.

F. Demolition and Removal

The Contractor must:

1. Disassemble steel members of the tower, and any of its appurtenances such as antennas, mounts, and transmission lines. Contractor must comply with the requirements of the Fire Management Plan (Attachment C to Exhibit 1 of Appendix A) and must take all necessary precautions to prevent a fire and extinguish a fire if necessary.
2. Remove any related hardware such as connected cable bridge, cable bridge support, cable tray, and cabling.
3. Break down, load, and haul away the reinforced concrete footing blocks above grade.
4. Backfill, patch the footing area with concrete, to flush with the existing concrete surface.
5. Export all removed materials from the site.

G. Methods and Application

The Contractor is solely responsible for its means and methods of work performed.

H. Site Access

The radio tower is presumed to be so situated as to be reasonably accessible to the Contractor and will allow the use of the conventional equipment, machinery, tools of the trade, and hand crews when conditions warrant.

The Contractor is solely responsible for furnishing transportation for the Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite.

I. Equipment

1. All equipment necessary for work performance will be provided, stored, transported, maintained by the Contractor. All such equipment must be operational, in good working order, mechanically sound, and licensed with current registration, if applicable. All equipment must be operated by licensed operators.

2. In event that crane operations are required:
  - a. Contractor must provide all fire suppression equipment required per Fire Management Plan for LA-RICS LMR project.
  - b. Contractor must submit crane pick-plan, rigger and crane operator certifications as part of MOP.
  - c. A crane with metal tracks must be avoided. A crane with rubber tires is preferred, in an effort to avoid road damage.
  
3. In the event that activities such as chipping or gridding are required:
  - a. Contractor must provide all fire suppression equipment required per Fire Management Plan for LA-RICS LMR project.
  - b. Contractor must delineate fire suppression and spark prevention methods as part of MOP and furnish all such needed equipment.

J. Utilities

Please refer to Sheet E4 (Enlarged Electrical Plan) for available power supply, exterior outlets only, 120v 20amp max. Power usage beyond what is included in the Sheet E4 must be provided by the Contractor.

K. Storage

The LA-RICS Authority will not provide storage facilities for the Contractor. The LA-RICS Authority will not be liable or responsible for any damage, by whatever means, and/or for theft of materials or equipment from the site. Site security is the responsibility of the Contractor.

L. Staging

The Contractor will:

1. Keep access paths, premises, adjacent properties, and public properties free from accumulation of waste materials and rubbish.
2. Provide on-site containers for collection of waste materials, debris, and rubbish.
3. Work is permitted within the LA County property line, where staging, lay-down, parking and work can take place. Please reference attached sheet C1.0\_TOPOGRAPHIC SURVEY and sheet A1.0\_SITE PLAN for LA County property line.

4. In the event a work area outside of the LA County property line is needed, Contractor must notify the LA-RICS Authority in the MOP. LA-RICS Authority will facilitate communication with the adjacent property owners for permission of use. The LA-RICS Authority has obtained a Special Use Permit (SUP) issued by the adjacent landowner, National Park Service (NPS), which details the available staging, laydown, parking space. Please refer to Attachment E of this Exhibit 1 (Scope of Work) to view the SUP.
5. Upon completion of the work at the site, Contractor must remove all its tools, materials, and articles from the site.

**M. Permits & Compliance**

The Contractor will:

1. Obtain all necessary permits which include, but is not limited to, tower/foundation demolition, transport, disposal, and recycle.
2. Pay for all permits.
3. Obtain and maintain in good standing all necessary City, County, and State permits or licenses for its operations, facilities, equipment, and operators.
4. Comply with applicable Environmental Mitigation Measures detailed in Mitigation Monitoring Plan [MMP]. Please note the LA-RICS Authority will supply biological monitor, native America archeology monitor, in reference to BIO MM3 & BIO MM8 for Biological Compliance Reporting, BIO MM9 for Protect Native Vegetation and Common Wildlife.
5. Comply with Fire Management Plan for LA-RICS LMR project.
6. Comply with Toxic Substance Management and Spill Response Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System in Attachment D to this Exhibit 1 (Scope of Work).
7. Comply with the terms and conditions of the National Park Service (NPS) Special Use Permit (SUP) in Attachment E to this Exhibit 1 (Scope of Work).

**N. Safety Requirements**

1. In the performance of this Contract, precaution must be exercised by the Contractor at all times for the protection of persons (including employees) and property.
2. The Contractor will be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all

applicable Cal/OSHA, Federal, State, and local occupational safety regulations. The Contractor must provide all safeguards, safety devices, and protective equipment, and take any other needed actions on its own volition or as the LA-RICS Authority may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

3. All Contractor's operators are expected to observe all applicable State of Cal/OSHA, and Public Works' safety requirements while onsite.
4. Hard hats will be worn at all times. Fall protection gear must be worn. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
5. The Contractor's operators, subcontractors, and employees must wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards.
6. The Contractor must provide permanent or temporary protective measures for people and property, that are required by applicable statutes, ordinances, and/or regulations, against potential onsite hazards, which include but not limited to falling object, open excavations.
7. Contractor must submit daily Job Safety Analysis (JSA) once work has commenced.
8. The Contractor must designate in writing a Project Safety Official who will be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will be grounds for the LA-RICS Authority to direct the cessation of all work activities and operations at no cost to the LA-RICS Authority until such time as the Contractor is in compliance.
9. Contractors must carefully observe wind speed on site, in order to comply with [California Code of Regulations Section 3472, Title 8](#) and Cal/OSHA requirements for site activities during high winds.

**O. Contractor/Subcontractor Qualifications**

The Contractor must:

1. Have a minimum of five (5) years of experience within the last ten (10) years providing self-performed tower demolition services, equivalent or similar to

the Services identified. **This required experience cannot be met through a subcontractor.**

2. Have a valid Class A (General Engineer), Class B (General Building), or C-21 (Building Moving/Demolition) license, issued by the Contractors' State License Board, for the type of work proposed to be performed by the Bidder under the Contract. Required license(s) is required at the time of the bid submission in order to be considered a responsive bid.
3. Ensure its subcontractor(s), if any, hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

P. Contractor Responsibilities

1. Prior to commencement, create a photographic history record of the site, and provide such record to the ACM.
2. For vehicles utilizing the Castro Peak Motorway access road:
  - a. Contractor must create video records to document the access road usage and road condition prior to commencement of and after completion of construction activities.
  - b. Contractor must maintain travel speed at or below 10 mph. Contractor must not exceed maximum speed of 10 mph.
  - c. Contractor must lower the travel speed to avoid dust.
  - d. In event that heavy equipment (more than 33,000 lbs.) is to be transported, such as a crane, Contractor must notify the LA-RICS Authority minimum of twenty-one (21) calendar days prior.
  - e. All vehicles shall have rubber tires only; no track vehicles will be permitted.
  - f. Contractor shall repair the road if any damages are caused by the Contractor.
3. Provide daily report to reflect site activities, demolition, and cleanup progress.
4. In event that the Contractor must take down the fence to allow access, the Contractor must restore the fence to previous condition after work completion.



5. Place drip pan(s) or absorbent pad(s) underneath engine and hydraulics of equipment parked onsite.
6. Report any damage observed to the site, such as broken or cut fence; broken gate locks; removed or damaged metal screens, etc. and provide photos when possible.
7. Building Regulations - Carry out all building regulations, laws, and ordinances, though such requirements are not specifically mentioned in this Contract.
8. Defective Work - Correct any imperfect work whenever discovered before the LA-RICS Authority's final acceptance. No work that is deficient will be considered as accepted in the consequence of the failure of any employee of the LA-RICS Authority to point out said deficiencies or to order them corrected during performance of the work.
9. Repair of Damage - Repair, at Contractor's expense, any damage caused by the Contractor outside the scope of the required demolition and/or cleanup. Restore the damaged areas or surfaces to a condition equal to and matching the condition existing before the damage by the repair of existing work or by replacement of damaged materials with new materials as necessary for property restoration.
10. General Supervision - At all times keep a knowledgeable general supervisor on the project site who will be authorized by the Contractor to execute this Contract's requirements and who will have the ability to organize the work, and the work of subcontractor(s), if any, to attain complete cooperation, and minimize delays.

Q. Subcontracting

The LA-RICS Authority will consider all subcontractors to be agents of the Contractor, and the Contractor will be held responsible for their work.

R. Change Orders

1. No additional work will be performed without an approved Change Order.
2. Any work authorized by a Change Order, will commence on the date prescribed on the Change Order, and will be completed within twenty-one (21) calendar days from the Change Order prescribed start date, unless otherwise specified by the LA-RICS Authority. The Contractor will proceed diligently to complete said work within the time allotted.

S. Salvage

The Contractor will have salvage rights in accordance with Los Angeles County Code, Title 26, Section 9930 (Building Code). Salvageable material and equipment will become the property of the Contractor and must be promptly removed from the jobsite upon work completion. The Contractor will recycle/reuse the salvaged material to the maximum extent feasible.

T. Hazardous Waste

Should hazardous waste (as defined in the California Health and Safety Code Section 25117) be found on the site, the Contractor must immediately contact the LA-RICS Authority for further directions as to proper removal or any other action deemed necessary.

U. Cleanup

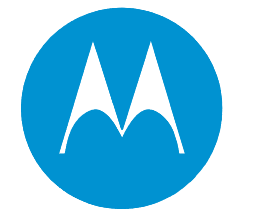
All equipment and temporary construction used in this Contract must be removed from the project site. The demolition site and all spaces used by the Contractor will be left in a neat and clean condition.

V. Final Inspection

Upon the completion of the work specified by this Contract, the Contractor will notify the LA-RICS Authority when the Contractor desires a final inspection of the work. The LA-RICS Authority will make such requested inspection as soon as possible thereafter. Contractor will generate a list of punch items within 24 hours upon receiving LA-RICS Authority's comments. Such punch items list will be reviewed and approved by the LA-RICS Authority. Upon LA-RICS Authority's approval on the punch item list, the Contractor has seven (7) calendar days to resolve any issues/comments included in the punch list to the LA-RICS Authority's acceptance.



Los Angeles Regional Interoperable Communications System



CALVADA SURVEYING, INC.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
**CPK CASTRO PEAK**  
 928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90265

RECORD DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
0	11/22/19	100% CD	JG
1	01/24/20	100% CD	JG
2	03/20/20	100% CD	JG
3	04/24/20	100% CD	JG
4	06/18/20	100% CD	JG
5	07/21/20	100% CD	JG
6	08/26/20	100% CD	JG
7	11/18/22	RECORD DRAWINGS	JG

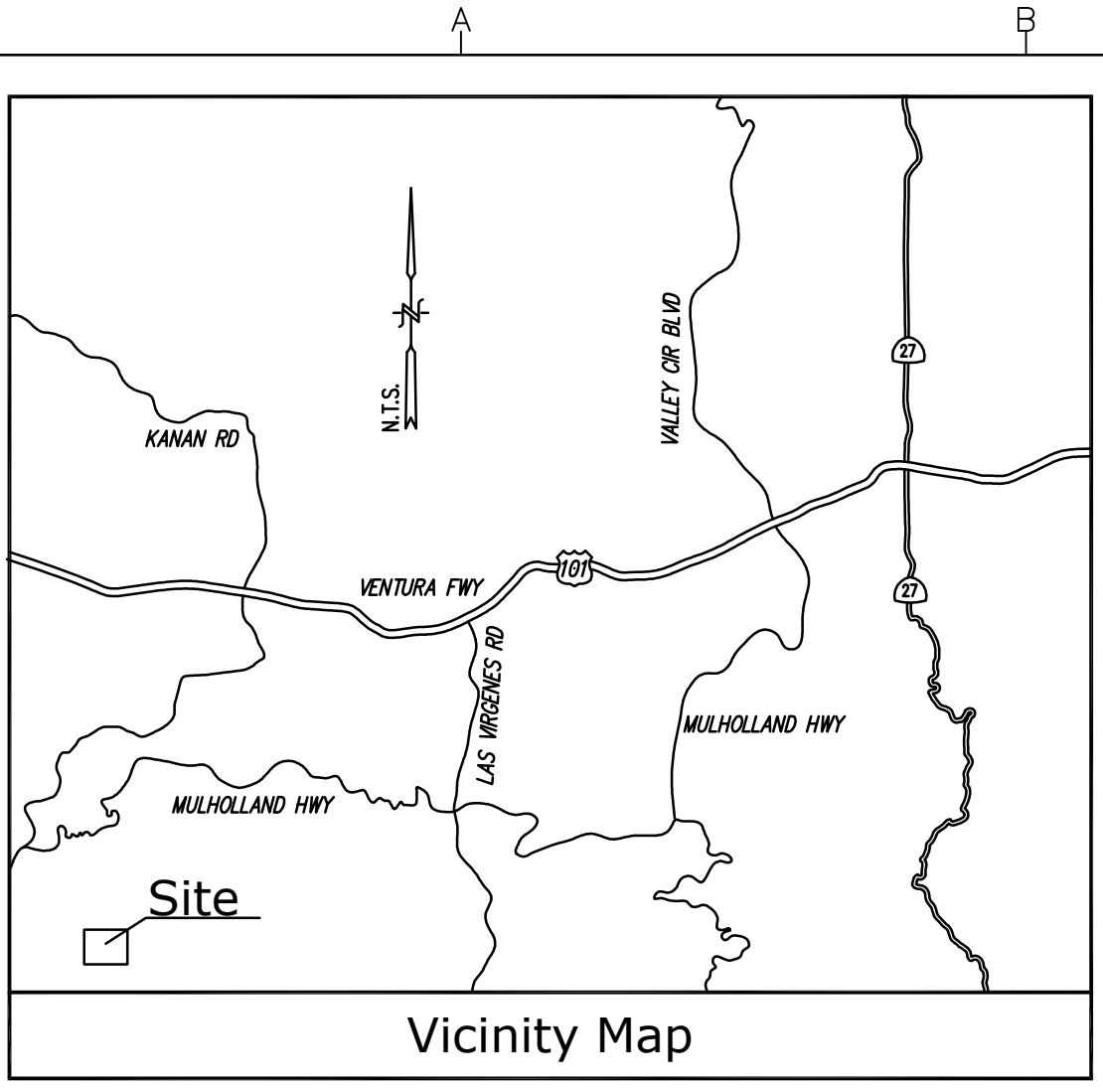
CALVADA JOB NUMBER: 16234

SHEET TITLE

TOPOGRAPHIC SURVEY

C1.0

LMR-CPK-C1.0



Title Report

PREPARED BY: 63564-C41907-5031  
 ORDER NO.: AUGUST 2, 2019

Legal Description

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:  
 THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 18 WEST, S.B.M. WITHIN THE FOLLOWING BOUNDARIES:  
 BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, WHICH IS NORTH 89° 57' 20" WEST THEREON 285.10 FEET FROM THE CENTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0° 02' 40" WEST 100 FEET; THENCE NORTH 89° 57' 20" WEST 200 FEET; THENCE NORTH 0° 02' 40" EAST 100 FEET TO SAID NORTHERLY LINE; THENCE EASTERLY ALONG SAID LINE 200 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No.  
 4464-022-900

Easements

7 CASTRO PEAK POWER LINE EASEMENT BY CASTRO PEAK LOOKOUT TOWER TO LATIGO CANYON ROAD, DATED SEPTEMBER 16, 1945 PAGE CS B-1928 (PLOTTED HEREON, APPROXIMATE LOCATION PER DOCUMENT).

Basis of Bearings

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

Bench Mark

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S "SPK1", ELEVATION = 1562.25 FEET (NAVD 88).

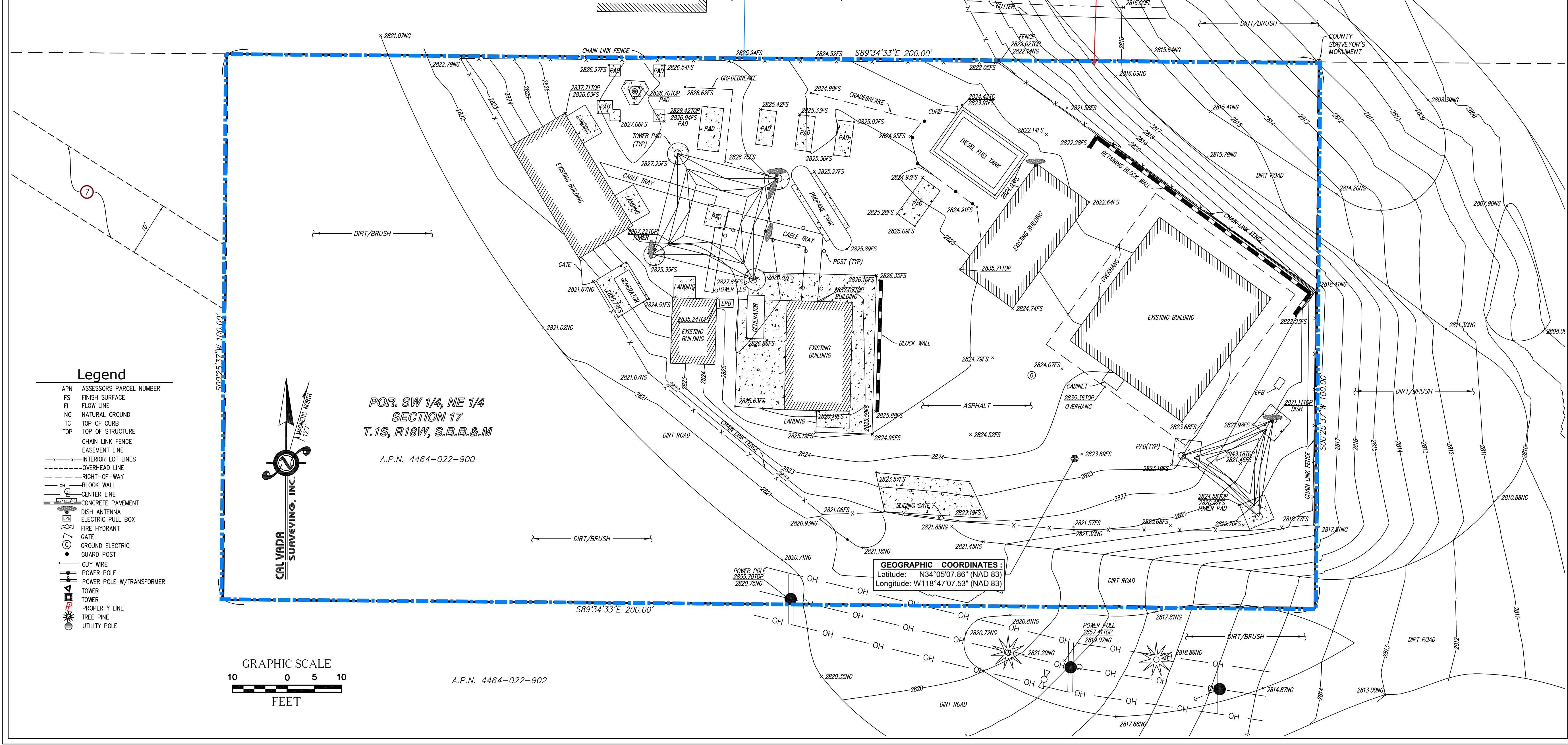
Geographic Coordinates at Proposed Tower

1983 DATUM: LATITUDE 34° 05' 07.86"N LONGITUDE 118° 47' 07.53"W  
 ELEVATION = 2823.7 FEET ABOVE MEAN SEA LEVEL  
 CERTIFICATION: THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("), TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

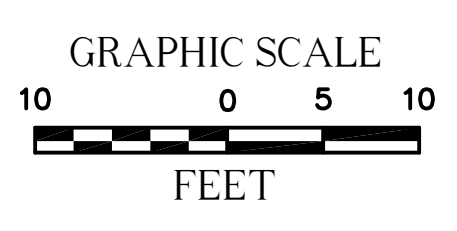
Work area shall be within the LA county property line. Work area where material staging, lay-down, parking, and work that will take place, shall be blocked off by cones to prevent pedestrian access. Warning signs surrounding the compound shall identify this this is a work area. No pedestrians shall be allowed in the work area without authorized supervision. Access to the existing site users shall not be blocked.

LA County property parcel

Boundary & Overall Site Detail  
 SCALE: 1"=10'



- Legend**
- APN ASSESSOR'S PARCEL NUMBER
  - FS FINISH SURFACE
  - FL FLOW LINE
  - NG NATURAL GROUND
  - TC TOP OF CURB
  - TOP TOP OF STRUCTURE
  - CHAIN LINK FENCE
  - EASEMENT LINE
  - INTERIOR LOT LINES
  - OVERHEAD LINE
  - RIGHT-OF-WAY
  - BLOCK WALL
  - CENTER LINE
  - CONCRETE PAVEMENT
  - DISH ANTENNA
  - ELECTRIC PULL BOX
  - FIRE HYDRANT
  - GATE
  - GROUND ELECTRIC
  - GUARD POST
  - GUY WIRE
  - POWER POLE
  - POWER POLE W/TRANSFORMER
  - TOWER
  - PROPERTY LINE
  - TREE PINE
  - UTILITY POLE



POR. SW 1/4, NE 1/4  
 SECTION 17  
 T.1S, R18W, S.B.B.&M  
 A.P.N. 4464-022-900

A.P.N. 4464-022-902



**BRANDOW & JOHNSTON**  
STRUCTURAL-CIVIL ENGINEERS (B&J HBK, INC.)  
700 S FLOWER ST #1800, LOS ANGELES, CA 90071  
T: (213) 596-4500  
WWW.B&JCOE.COM  
EST. 1945

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
**CPK  
CASTRO PEAK**  
928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90265

RECORD DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
0	11/22/19	100% CD	JG
1	01/24/20	100% CD	JG
2	03/20/20	100% CD	JG
3	04/24/20	100% CD	JG
4	06/18/20	100% CD	JG
5	07/21/20	100% CD	JG
6	08/26/20	100% CD	JG
7	11/18/22	RECORD DRAWINGS	JG

B&J HBK JOB NUMBER: C18-0026

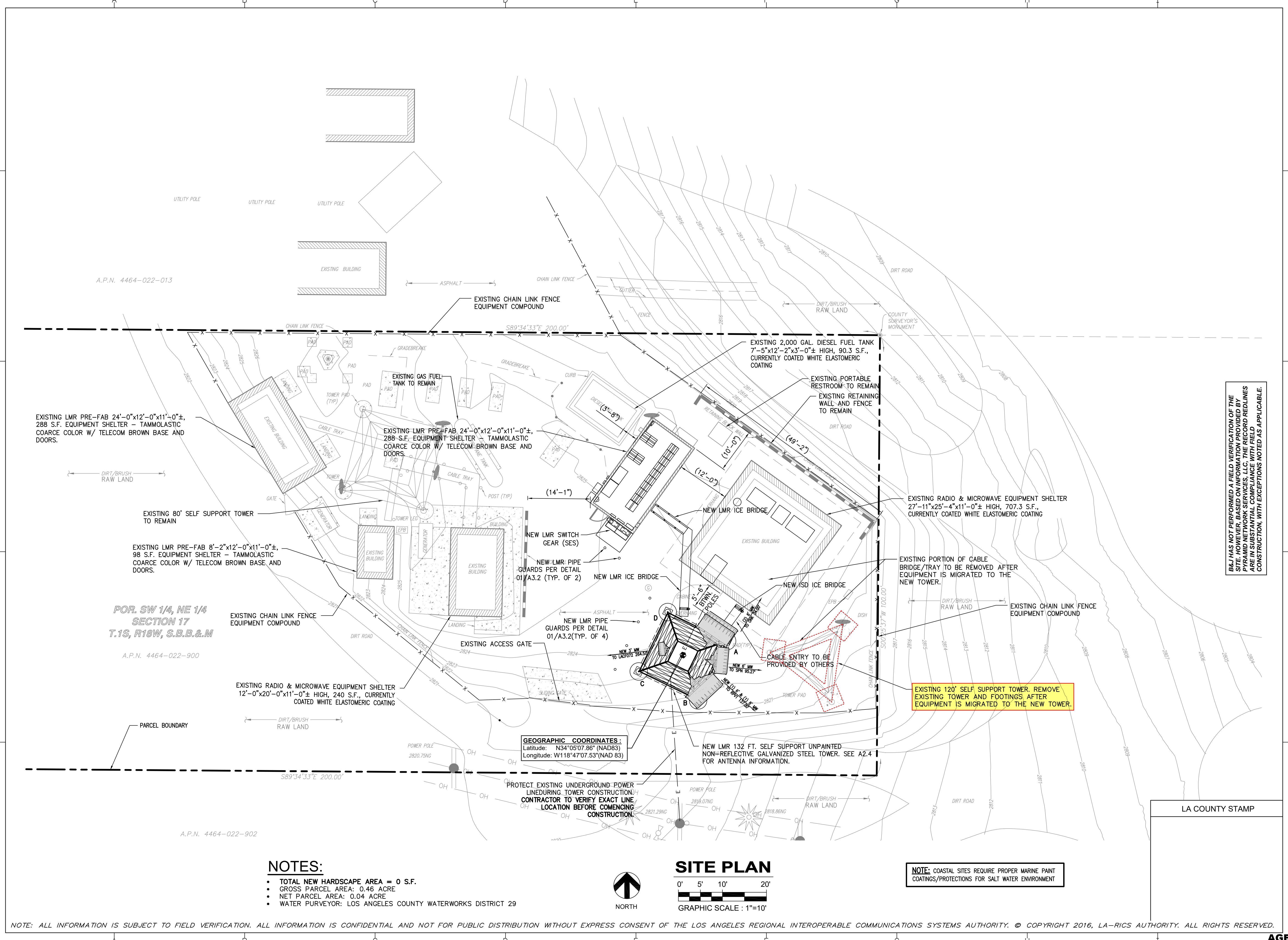


SHEET TITLE

**SITE PLAN**

**A1.0**

LMR-CPK-A1.0

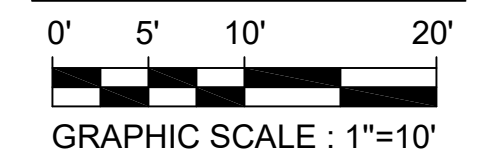


B&J HAS NOT PERFORMED A FIELD VERIFICATION OF THE SITE. HOWEVER, BASED ON INFORMATION PROVIDED BY PYRAMID NETWORK SERVICES, LLC, THE RECORD REDLINES ARE IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION, WITH EXCEPTIONS NOTED AS APPLICABLE.

**GEOGRAPHIC COORDINATES:**  
Latitude: N34°05'07.86" (NAD83)  
Longitude: W118°47'07.53" (NAD 83)



**SITE PLAN**



**NOTE:** COASTAL SITES REQUIRE PROPER MARINE PAINT COATINGS/PROTECTIONS FOR SALT WATER ENVIRONMENT

**NOTES:**

- TOTAL NEW HARDSCAPE AREA = 0 S.F.
- GROSS PARCEL AREA: 0.46 ACRE
- NET PARCEL AREA: 0.04 ACRE
- WATER PURVEYOR: LOS ANGELES COUNTY WATERWORKS DISTRICT 29

B-CPK-A1.0site.dwg Plotted On: Mar 30, 2023 7:19pm by jgeorge

**Castro Peak Motorway**

- Contractor must maintain speed at 10mph or less.
- Contractor must photograph document road condition before and after.
- Contractor must video record road condition every time drive through this access road.
- Contractor must notify LA-RICS minimum 48 business hours prior, in event of heavy equipment (more than 2000 lb) is to be transported.

starting Castro Peak Motorway  
(34.087221, -118.808699)

12 min  
2.1 miles

CPK tower location (34°05'07.86"N 118°47'07.53"W)





918

928

ingress: ←  
egress: →



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
CPK CASTRO PEAK  
928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

RECORD DRAWINGS

REVISIONS			
REV	DATE	DESCRIPTION	BY
11	01/13/23	RECORD DRAWING	GT
10	11/12/20	100% CD	BF
5	07/21/20	100% CD	BF
6	08/26/20	100% CD	BF
7	09/14/20	100% CD	BF
8	09/24/20	100% CD	BF



SHEET TITLE  
**ENLARGED ELECTRICAL PLAN**

**E4**

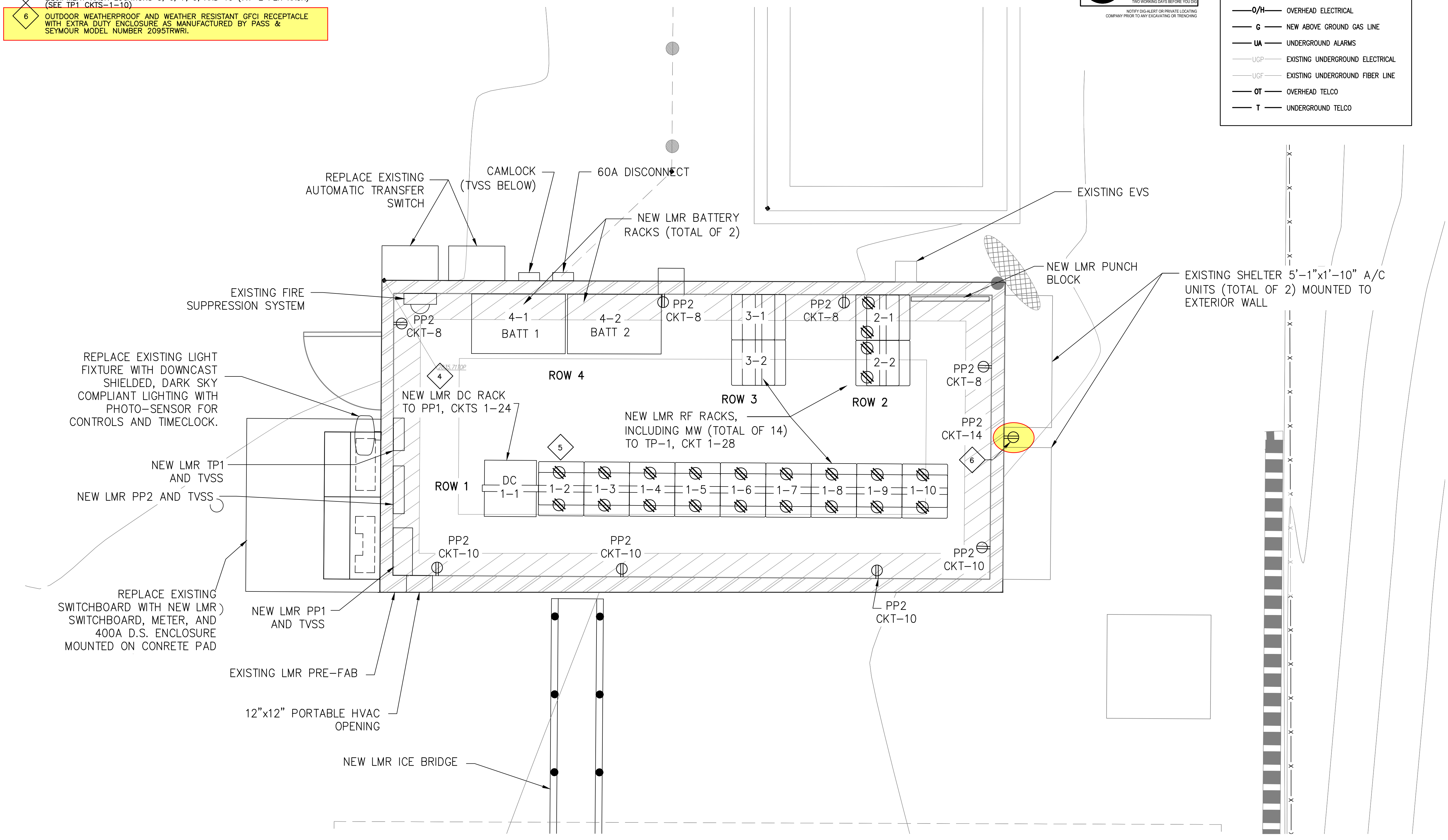
LMR-CPK-E4

**ENLARGED ELECTRICAL SITE PLAN KEYNOTES**

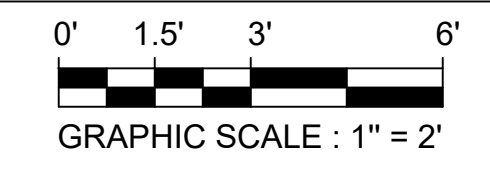
- 4 NEW LMR DC RACK INCLUDES POWER PLANT FLATPACK RECTIFIER, INVERTER, AND BATTERY DISCONNECT SWITCHES. DC POWER PLANT (DC RECTIFIERS) TO PP1-CKTS 7-18,19,21
- 5 NEW TWIST LOCK RECEPTACLES (PER SLD) MOUNTED ABOVE EQUIPMENT RACK LOCATIONS 5, 6, 7, 9, AND 10 (TYP 2 PER RACK) (SEE TP1 CKTS 1-10)
- 6 OUTDOOR WEATHERPROOF AND WEATHER RESISTANT GFCI RECEPTACLE WITH EXTRA DUTY ENCLOSURE AS MANUFACTURED BY PASS & SEYMOUR MODEL NUMBER 2095TRWR.



LEGEND	
— E —	NEW UNDERGROUND ELECTRICAL
— O/H —	OVERHEAD ELECTRICAL
— G —	NEW ABOVE GROUND GAS LINE
— UA —	UNDERGROUND ALARMS
— UGP —	EXISTING UNDERGROUND ELECTRICAL
— UGF —	EXISTING UNDERGROUND FIBER LINE
— OT —	OVERHEAD TELCO
— T —	UNDERGROUND TELCO



**ENLARGED ELECTRICAL PLAN**



HBK has not performed a field verification of the site. However, based on information provided by Pyramid Network Services, LLC, the record redlines are in substantial compliance with field construction, with exceptions noted as applicable

---

**SMMLCP CDP EXEMPTION APPLICATION**  
**Los Angeles Regional Interoperable Communications System**  
**(LA-RICS) Land Mobile Radio (LMR) Project, Site Castro Peak (CPK)**  
**Applicable Mitigation Measures**

The Authority will implement the following site-specific measures to minimize impacts associated with proposed LMR project site activities. Consultation was completed, and concurrence was received from the U.S. Fish and Wildlife Service (USFWS) and the California State Office of Historic Preservation (SHPO) for each, including Site CPK. The PEA, FONSI, Draft and Final EIR, FOF, and SOC can be found on LA-RICS' website located at:

<https://www.la-rics.org/documents/environmental-documents/environmental-documents-lmr/>

**AQ MM 1 – Weekly Air Monitoring Estimate**

No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each proposed Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NOX emissions from all construction activities at all proposed Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds; (3) if combined NOX emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NOX emissions to 100 pounds, to the satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

**BIO MM 1 - Mitigation Monitoring and Reporting Plan**

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the proposed Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices (BMPs), mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an



organization chart and communication plan for environmental compliance as it relates to the proposed Project.

### **BIO MM 2 - Worker Environmental Awareness Program**

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.

b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.

c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

### **BIO MM 3 - Biological Compliance Reporting**

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the Project administrator on a weekly basis.

### **BIO MM 4 - Site Sanitation**

a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the construction site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.

b) All construction debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming microtrash (e.g., zip-ties, bottle caps, cigarette butts), discarded food, or other substances.

**BIO MM 5 - Hazardous Materials Management**

- a) A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.
- b) Hazardous materials shall be contained; spills shall be prevented; and any spills at the Project site or along access roads shall be contained and cleaned up immediately.
- c) All construction vehicles are required to carry at least one spill response kit.
- d) Any spills shall be accounted for in reports prepared by the biological/environmental monitor.

**BIO MM 8 - Biological Monitoring**

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all mitigation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

**BIO MM 9 - Protect Native Vegetation and Common Wildlife**

- a) Minimize disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving activities.
- b) If native perennial vegetation cannot be avoided and would be impacted or destroyed, the disturbance area is to be surveyed for the presence of special status plants and to remove common species of wildlife prior to destruction of the vegetation.
- c) At no time shall protected species be handled or moved. If a protected species is found within the construction area, all work that may impact that animal shall cease and the appropriate agency(s) shall be contacted (e.g., USFWS, CDFW, land management agency). The animal shall be allowed to leave the site on its own accord.
- d) Prior to construction or any ground-disturbance activities, mark the construction disturbance limits and monitor for adherence to these boundaries.
- e) Stay on existing roads.
- f) Do not remove native trees; construction limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor.

g) Protect tree root systems by precluding paving, trenching, or other ground disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's dripline.

h) Any loss of native perennial vegetation, whether planned or unintentional, is to be accounted for in reports prepared by the biological monitor.

**BIO MM 10 - No Pets**

Construction and maintenance workers shall be prohibited from bringing pets (especially dogs) to non-urban Project sites, as the domestic animal may harass or kill native wildlife present at the site.

**BIO MM 11 - Site Access**

a) On access roads operate all vehicles within the posted speed limits.

b) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).

c) Adjust vehicle speed as appropriate to road conditions; avoid causing ruts and gullies, and minimize dust.

d) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.

e) Look under parked vehicles for the presence of wildlife (especially desert tortoise) before pulling away to avoid running over wildlife.

f) Do not park on or drive over native perennial vegetation.

g) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the Project site.

h) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

**BIO MM 17 - Raptor Protection**

a) If construction activities occur during the American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl breeding period, January 1 through July 31, preconstruction surveys would be conducted in all suitable habitats within 500 feet of the Project site as well as within a species-appropriate distance beyond the 500-foot buffer based on line of sight between potential nesting habitat and the construction site.

b) If construction takes place during the breeding period, the biological monitor shall contact appropriate land management and resource agencies to ascertain if they have

any current information on raptor nesting activities in the general vicinity of the proposed Project sites.

c) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered within 500 feet of the construction site, work shall not be undertaken at that site until the nest is no longer active, with an additional five days to allow the fledging birds to disperse. An active nest is defined as one that is attended, built, maintained, or used by a pair of birds during a given breeding season, whether or not eggs are laid; a nest is considered inactive if not attended to for a period of 10 days or longer.

d) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered between 500 feet and 0.5 mile of the construction site, the potential for disturbance of the nesting birds would be evaluated based on line-of-sight, degree of potentially disturbing activities, and other site-specific factors. If the CDFW and land management agency concur, the protection buffer distance may be reduced.

#### **BIO MM 18 - Nesting Bird Protection**

a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.

b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.

c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.

d) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).

- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

**BIO MM 19 - Trenches and Holes Management**

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.
- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.
- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.
- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.
- g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

**BIO MM 21 - Protected Amphibian Protection**

- a) As part of BIO MM 2 WEAP, construction crews shall be informed of the possible presence of protected amphibians (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) in the area and along access roads, and the measures to be taken to avoid impacts to these amphibians.
- b) As part of BIO MM 8 Biological Monitoring, the Biological Monitor shall be present during site preparation and placement of Project equipment. The monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of protected amphibians each day prior to initiation of on-site construction work following a measureable rain event ( $\geq 0.01$  inch) while construction is ongoing.
- c) To protect dispersing frogs and toads, no Project-related on-site ground-disturbing activities or construction-related travel on access roads shall occur during the night or during rainy periods (within 24 hours of a measureable [ $\geq 0.01$  inch] precipitation event or within 48 hours of a major [ $\geq 0.1$  inch] precipitation event).
- d) To protect dispersing frogs and toads during normal site operations (non-emergency situations), these Project sites shall not be accessed by maintenance workers during the night or during rainy periods (within 24 hours of a measureable [ $\geq 0.01$  inch] precipitation event or within 48 hours of a major [ $\geq 0.1$  inch] precipitation event) (emergency situations are exempted).
- e) If a protected amphibian (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) is found within 50 feet of the construction site, all work that involves moving vehicles or ground disturbance shall cease until the animal moves on its own accord.
- f) If protected amphibians are present on the road, vehicles shall stop until the individual(s) move out of harm's way on their own accord.

**BIO MM 23 - Prevent the Spread of Nonnative Vegetation**

- a) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the Project vicinity.
- b) To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be inspected at the equipment storage facility to remove soil and vegetation; and the equipment shall be washed prior to entering the construction site.

c) To prevent invasive species seeds from leaving the site, all construction equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the construction site.

**BIO MM 24 - Special Status Plants Surveys and Protection**

a) As part of BIO MM 2 - WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special status plants in the area and the importance of maintaining native vegetation.

b) At identified sites, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the proposed Project site or any area subject to ground disturbance, including access roads.

c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.

d) Mitigation measure BIO MM 8 - Biological Monitoring shall apply at proposed Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

**CUL MM 1 - Archaeological or Native American Monitoring – Prehistoric Resources**

At Project sites with known or potential presence of prehistoric archaeological material (artifacts and/or features) within the defined APEs, qualified archaeological or Native American monitors shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. The archaeological monitor will, at a minimum, have a B.A. in anthropology or related field or will have successfully completed an archaeological field methods school. The monitor will work under the supervision of an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards (Project Archaeologist). The standards are published in CFR 36 Part 61 and found on the National Park Service website at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm). In the event that prehistoric archaeological material is unexpectedly discovered within the APE, the procedures set forth in CUL MM 3 - Unexpected Discovery of Archaeological Materials shall be followed.

### **CUL MM 3 - Unexpected Discovery of Archaeological Materials**

In the event that previously unidentified prehistoric or historic-age archaeological resources are uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 165 feet (50 meters) of the discovery shall be halted. The qualified archaeological monitor will mark the immediate area with highly visible flagging and immediately notify the Project Archaeologist.
- 2) The Project Archaeologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, the resource shall be documented on California State Department of Parks and Recreation cultural resource record forms, and no further effort shall be required.
- 3) If the resource meets the criteria for any or all of the categories described in (3) above, work shall remain halted, and the Project Archaeologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse changes occur. Preservation in place (i.e., avoidance) is the preferred method of ensuring no substantial adverse impacts occur on historic properties/historical resources and shall be required unless other equally effective methods are agreed upon among the Project Archaeologist, the Authority, and any other stakeholders. If the archaeological material appears to represent a site – defined as three or more artifacts and/or features in an intact deposit – an archaeological test program (Phase II) may be necessary. Associated mitigation measures include, but are not limited to, collection of the archaeological materials, recordation (e.g., DPR Primary Record and Site Forms), and analysis of any significant cultural materials in accordance with a Data Recovery Plan, and curation of artifacts at an approved curation facility. A curation agreement for this Project is already in place with the University of California, Los Angeles, Archaeological Collections Facility at the Fowler Museum. At the completion of the appropriate mitigation measures, a professional-level technical report shall be filed with the appropriate California Historical Resources Information System (CHRIS) Information Center (IC).
- 4) Work at the project location may commence upon completion of the appropriate mitigation treatment(s).

### **CUL MM 4 - Unexpected Discovery of Human Remains**

In the event that human remains are unexpectedly encountered, the following procedures shall immediately be followed. This guidance is also provided on the NAHC's website at <http://nahc.ca.gov/resources/discovery-of-native-american-human-remains-what-to-do/>.

- 1) All construction activity shall stop immediately, and the Project Archaeologist shall be notified. The Project Archaeologist will contact the Los Angeles (or applicable) County



Coroner. The list of California Coroners can be found on the Native American Heritage Commission's website at <http://nahc.ca.gov/2015/06/implementation-of-ab52-sampleletters-request-for-formal-notification-and-request-for-consultation/>.

2) The Coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.

3) The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.

4) The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.

5) If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;

6) If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.

#### **CUL MM 6 - Potential Paleontological Resources Plan**

A Paleontological Resources Monitoring Plan shall be developed and approved prior to construction to guide the activities of monitors during ground-disturbing activities. The plan would include, but not be limited to, a description of the project location, the regulatory framework, site-specific impact mitigation requirements designed to reduce impacts to less than significant, specific locations and construction activities requiring monitoring and/or spot checking, procedures to follow for construction monitoring and fossil discovery and recovery, and a repository agreement with the Natural History Museum of Los Angeles County or other accredited repository. Mitigation measures that may be implemented to ensure that impacts to paleontological resources would be reduced to less than significant may include but are not limited to the following:

a) Worker awareness training on paleontological resources presented to construction personnel prior to the start of construction. The training should include at minimum, the following:

- The types of fossils that could occur at the project site
- The procedures that should be taken in the event of a fossil discovery
- Laws protecting paleontological resources
- Penalties for destroying or removing paleontological resources

- b) Paleontological monitoring during ground disturbance at all sites with moderate/unknown or high paleontological potential
- c) Salvage of significant fossil resources
- d) Screenwashing of matrix samples for microfossils
- e) Laboratory preparation of recovered fossils to the point of identification and curation
- f) Identification of recovered fossils to the lowest possible taxonomic order
- g) Curation of significant fossils at the Natural History Museum of Los Angeles County or other accredited repository
- h) Preparation of a final monitoring report that includes at a minimum the dates of field work, results of monitoring, fossil analyses, significance evaluation, conclusions, locality forms, and an itemized list of specimens.

The Plan shall be submitted to the Authority for review and approval and finalized at least 14 days prior to the start of construction.

#### **CUL MM 7 - Paleontological Resources Monitoring**

Paleontological monitoring shall be conducted by a qualified paleontological monitor who has demonstrated experience in the collection and salvage of fossil materials. An undergraduate degree in geology or paleontology is preferable but is less important than documented experience performing paleontological monitoring and mitigation. The monitor will work under the supervision of a Principal Paleontologist.

The qualified professional paleontological monitor shall be present during ground disturbance at all sites with moderate/unknown or high paleontological potential, and as specified in the Paleontological Resources Monitoring Plan prepared in accordance with CUL MM 6 - Potential Paleontological Resources Plan. The monitor shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. Any sites that require monitoring or mitigation within the Angeles National Forest will require a qualified paleontologist to have a U.S. Department of Agriculture Forest Service-Temporary Special-Use Permit for paleontology. Based on the specific site conditions observed during monitoring (type of sediment impacted, previous disturbances, nature of site conditions), the Principal Paleontologist may reduce or increase monitoring efforts in consultation with the Agency.

In the event that a previously unidentified paleontological resource is uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 50 feet of the discovery shall be halted. A qualified paleontologist shall divert or direct construction activities in the area of an exposed fossil in order to facilitate evaluation and, if necessary, salvage of the exposed fossil. Work shall not resume in the discovery area until authorized by the qualified paleontologist.
- 2) The paleontologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, no further effort shall be required.
- 3) If the resource is determined to be a unique paleontological resource, work shall remain halted, and the paleontologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse change would occur to the significance of the resource. Preservation in place (i.e., avoidance) is the preferred method of ensuring that no substantial adverse impacts occur to the resource and shall be required unless other equally effective methods are available. Other methods include ensuring that the fossils are scientifically recovered, prepared, identified, catalogued, and analyzed according to current professional standards.
- 4) Due to the small nature of some fossils, a fine mesh screen may be used at the discretion of the paleontologist to screen matrix test samples on-site during monitoring. Additionally, bulk matrix samples may be collected and transported to a laboratory facility for processing.
- 5) Provisions for preparation and identification of any fossils collected shall be made before donation to a suitable repository.
- 6) All recovered fossils shall be curated at the Natural History Museum of Los Angeles County, or a local accredited and permanent scientific institution according to Society of Vertebrate Paleontology standard guidelines standards. Work may commence upon completion of the appropriate treatment and the approval from the Authority.

**GEO MM 1:** Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:
  - a. includes an analysis of the expected ground motions at the site from known active faults using accepted methodologies

b. includes an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.

c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:

i. subsurface soil improvement

ii. deep foundations extending below the liquefiable layers

iii. structural slabs designed to span across areas of non-support

iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones

v. dynamic compaction

vi. compaction grouting

vii. jet grouting

viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements

d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults

e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements

2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site-specific investigations.

- 3) The project structural engineer shall review the site-specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.
- 4) Site construction shall not begin until:
  - a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and
  - b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

**HAZ MM 3: Fire Management Plan.**

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

**UTL MM 1:** In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms and conditions of the permit.

**Fire Management Plan for the  
Los Angeles Regional Interoperable  
Communications System (LA-RICS)  
Land Mobile Radio (LMR) Project**

Prepared for:  
**Los Angeles Regional Interoperable Communications System  
Joint Powers Authority**  
2525 Corporate Place, Suite 200  
Monterey Park, California 91754

Prepared by:  
**FirstCarbon Solutions**  
250 Commerce, Suite 250  
Irvine, CA 92602  
714.508.4100

Date: December 29, 2016  
FinalRev0

**Table of Contents**

**Section 1: Definitions .....1**

**Section 2: Project Overview.....3**

    2.1 - Project Description ..... 3

    2.2 - Project Schedule ..... 3

**Section 3: Plan Applicability .....5**

**Section 4: Plan Implementation.....11**

    4.1 - Anticipated Construction Activities ..... 11

    4.2 - Red Flag and Fire Weather Watch ..... 12

    4.3 - Fire Suppression Equipment Requirements ..... 12

    4.4 - Training ..... 13

    4.5 - Suppression Activities ..... 13

**Section 5: Plan Updates and/or Amendments .....15**

**Section 6: Fire Management Plan Points of Contact.....17**

**List of Tables**

Table 1: Sites Contemplated in this Plan ..... 5

Table 2: Management of Anticipated Construction Activities ..... 11

Table 3: Fire Management Plan Points of Contact ..... 17

**List of Exhibits**

Exhibit 1: Sites in High and Very High Fire Hazard Severity Zones, State Responsibility  
    Areas ..... 7

Exhibit 2: Sites in Very High Fire Hazard Severity Zones, Local Responsibility Areas ..... 9

**SECTION 1: DEFINITIONS**

- a) **Activity:** An action related to the project that presents a risk of igniting a wildfire.
- b) **Authority:** The Los Angeles Regional Interoperable Communication System (LA-RICS) Joint Powers Authority (Authority).
- c) **Fire Management Lead:** An Authority-designated assignee or his/her designee, who will monitor compliance with this plan to continually evaluate fire prevention and fire safety issues, and to be the primary contact regarding fire management activities within a given fire jurisdiction (see Section 6).
- d) **Fire Weather Watch:** A Fire Weather Watch condition is an alert issued by the National Weather Service (NWS) to fire and land management agencies to the possibility that a Red Flag condition may exist beyond the current forecast period (typically 12 hours). A Fire Weather Watch is typically issued 12 to 48 hours in advance, but may be issued up to 72 hours in advance, depending on the agency's confidence in the forecast. Implementation of project activities during Fire Weather Watch conditions is discussed in Section 4 of this plan.
- e) **NWS Fire Zone:** A geographic area that serves as the basis for specific NWS fire weather forecasts. NWS Fire Zones are discussed in Section 3 of this plan.
- f) **Mitigation Measure HAZ MM 3:** This Fire Management Plan is intended to effect compliance with this measure, identified in the Master Land Mobile Radio (LMR) Mitigation List (updated October 28, 2016), which states:  
*“Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during period of elevated fire risk (e.g. “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.”*
- g) **Plan:** This LA-RICS LMR Project Fire Management Plan, or any Authority-approved updates to this plan.
- h) **Project:** The LA-RICS LMR Project.
- i) **Red Flag Warning:** A Red Flag Warning is issued for a stated period of time by the NWS using pre-determined criteria to identify particularly critical fire danger in a particular geographic area. Implementation of project activities during Red Flag Warning conditions is discussed in Section 4 of this plan.



**SECTION 2: PROJECT OVERVIEW****2.1 - Project Description**

LA-RICS proposes to establish an LMR system for first responders in Los Angeles County. The LMR system is a wireless communications system for mobile and portable devices, such as walkie-talkies and two-way radios. The LMR Project would comprise installation, operation, and maintenance of LMR antennas and support equipment on the rooftops of existing buildings or on existing or new monopoles and lattice tower support structures, and support equipment at up to 90 sites, located primarily in Los Angeles County. The LMR sites would contain the infrastructure and equipment necessary to provide day-to-day voice and narrowband data radio communications coverage for emergency responders throughout the County.

**2.2 - Project Schedule**

Construction will be continuous from November 2016 through September 2018.

**SECTION 3: PLAN APPLICABILITY**

This Fire Management Plan shall apply to all approved sites where Mitigation Measure HAZ MM-3 applies, and include LMR sites identified as being within a high or very high fire hazard severity zone within Local Responsibility Areas (LRAs) or State Responsibility Areas (SRAs). These sites are shown in Table 1, which also lists the location and applicable fire jurisdiction and NWS Fire Weather Zone for each site covered in this plan. Exhibit 1 and Exhibit 2 show the location of the LMR sites in relation to SRAs and LRAs, respectively.

**Table 1: Sites Contemplated in this Plan**

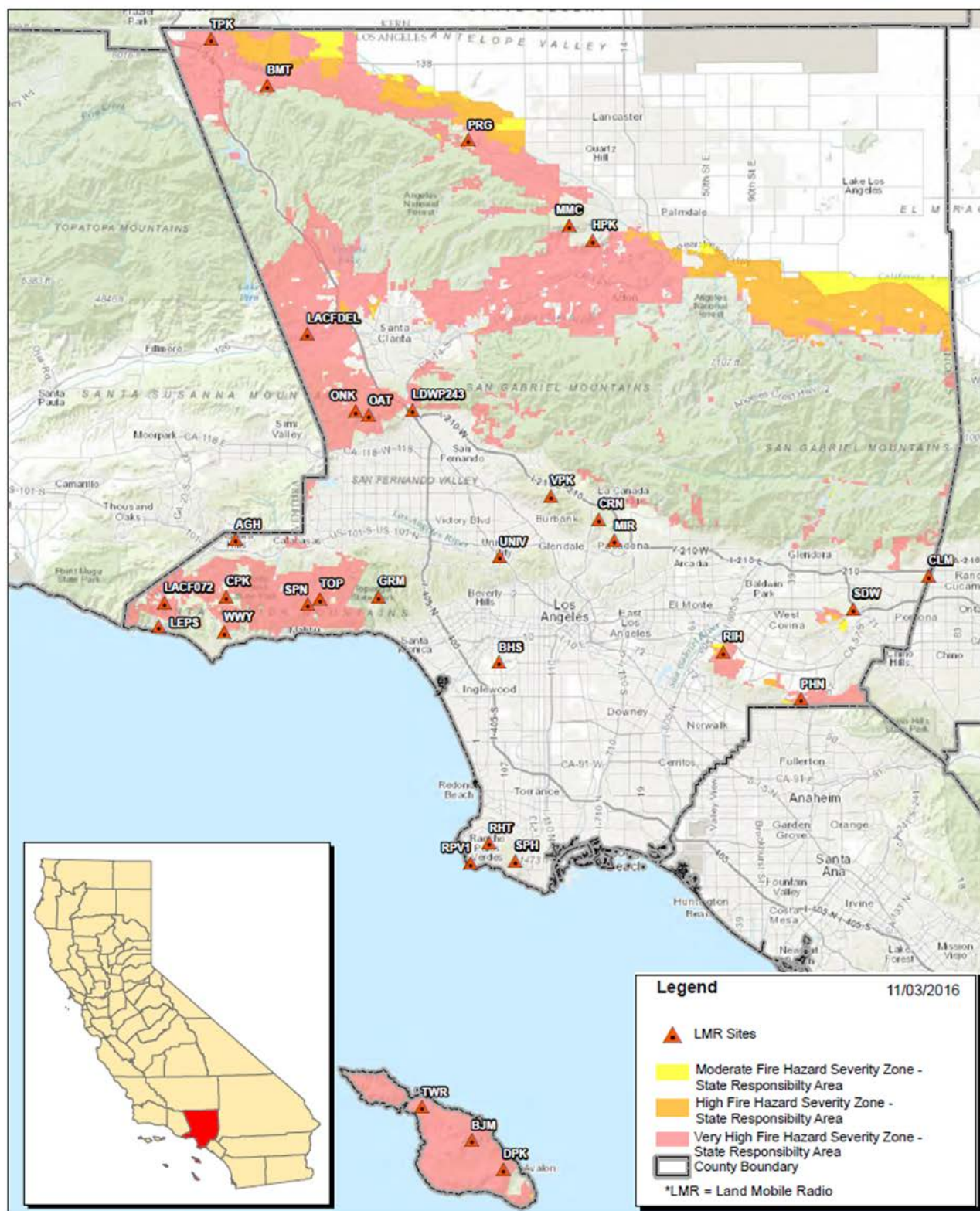
Site ID	Location	City (Area)	Jurisdiction (Fire Agency)	NWS Fire Weather Zone
AGH	Access road between 29650-656 Kimberly Drive	Agoura Hills	LA County FD	CA547
BHS	Unnamed road – Near La Brea Ave.	Unincorporated (Ladera Heights)	LA County FD	CA241
BJM	Lat: 33.386967, Long:-118.401239	Unincorporated (Catalina Island)	LA County FD	CA287
BMT	46811 Ridge Route Rd.	Unincorporated (Gorman)	LA County FD	CA254
CLM	1616 Monte Vista	Claremont	LA County FD	CA248 and CA548
CPK	Lat: 34.085478, Long: -118.785361	Unincorporated (near Malibu)	LA County FD	CA246
CRN	Unnamed road - Near intersection of Ridge Motorway and Sugar Loaf Dr.	Glendale / La Canada-Flintridge	Glendale FD / LA County FD	CA547
DPK	Lat: 33.349864, Long: -118.352928	Unincorporated (Catalina Island)	LA County FD	CA287
GRM	Temescal Canyon Fire Road	Los Angeles	LA County FD / LA City FD <sup>1</sup>	CA246
HPK	Sierra Pelona West Mountainway (Lat: 34.546692, Long: -118.218775)	Palmdale	LA County FD	CA254
LACF072	1832 Decker Canyon Road	Unincorporated (near Malibu)	LA County FD	CA246
LACFDEL	28101 Chiquito Canyon Road	Unincorporated (near Valencia)	LA County FD	CA288
LDWP243	13801 Balboa Blvd.	Los Angeles (Sylmar) 34.327295, 118.49771	LA City FD	CA547
LEPS	Lat: 34.046123, Long: -118.889381	Malibu	LA County FD	CA241
MIR	Glen Oaks Blvd.	Glendale/Pasadena	Glendale FD / Pasadena FD	CA548
MMC	Lat: 34.566028, Long: -118.254944	Palmdale	LA County FD	CA254

# ATTACHMENT C

LA-RICS—Land Mobile Radio Project  
Fire Management Plan

## Plan Applicability

Site ID	Location	City (Area)	Jurisdiction (Fire Agency)	NWS Fire Weather Zone
OAT	Palo Sola Truck Road	Unincorporated (near Chatsworth)	LA County FD	CA254
ONK	Palo Sola Truck Road	Unincorporated (near Chatsworth)	LA County FD	CA254
PHN	Near Vantage Pointe Drive	Unincorporated (Rowland Heights)	LA County FD	CA548
PRG	Angeles NF (Lat: 34.675186, Long: -118.413283)	Unincorporated (Lake Hughes)	LA County FD	CA259
RHT	5741 W. Crestridge Rd.	Rancho Palos Verdes	LA County	CA241
RIH	Near Workman Mill Road	Unincorporated (near Whittier)	LA County FD	CA548
RPV1	Hawthorne Blvd.	Rancho Palos Verdes	LA County FD	CA241
SDW	310 Via Blanca	San Dimas	LA County FD	CA548
SPH	3860 Crest Road E	Rancho Palos Verdes	LA County FD	CA241
SPN	24574 W. Saddle Peak Road	Unincorporated (near Malibu)	LA County FD	CA246
TOP	Topanga Tower Motorway/Radio Relay	Unincorporated (near Topanga)	LA County FD	CA246
TPK	Tejon Mountain Road	Unincorporated (near Gorman)	LA County FD	CA254
TWR	Lat: 33.429694, Long: -118.478167	Unincorporated (Catalina Island)	LA County FD	CA287
UNIV	10 Universal City Plaza	Los Angeles	LA City FD	CA547
VPK	Lat: 34.217453, Long: -118.283078	Glendale	Glendale FD	CA547
WWY	Murphy Way / De Butts Terrace	Unincorporated (near Malibu)	LA County FD	CA246
<b>Notes:</b>				
Site PRG is on Angeles National Forest (ANF) lands, but is included within State Responsibility Area lands. Plan applicability to this site may be amended by ANF				
Other sites on the Angeles National Forest have not been included in this plan. Data for these sites is pending permit review by the U.S. Forest Service.				



Source: ESRI; LA-RICS; CalFire, 2012

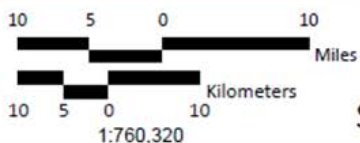


Exhibit 1

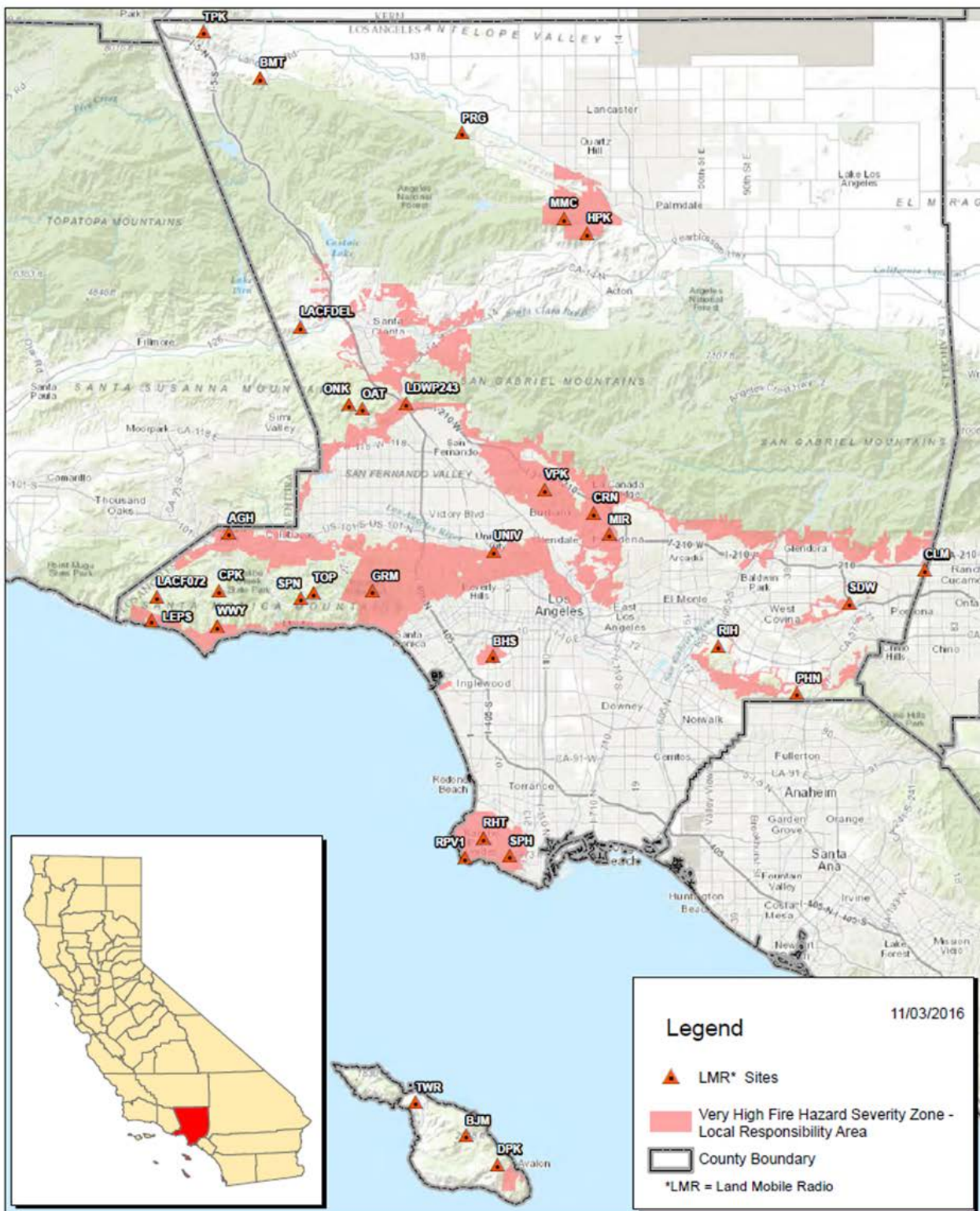
FIRSTCARBON SOLUTIONS™



Sites in High and Very High Fire Hazard Severity Zones, State Responsibility Areas

47080010 • 12/2016 | 1\_lmr\_sites.mxd

PYRAMID NETWORK SERVICES, LLC  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM  
FIRE MANAGEMENT PLAN



Source: ESRI; LA-RICS; CalFire, 2012

FIRSTCARBON SOLUTIONS™

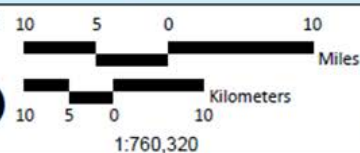


Exhibit 2  
Sites in Very High Fire Hazard Severity Zones, Local Responsibility Areas

47080010 • 12/2016 | 2\_fhsz\_lra.mxd

PYRAMID NETWORK SERVICES, LLC  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM  
FIRE MANAGEMENT PLAN

**SECTION 4: PLAN IMPLEMENTATION**

**4.1 - Anticipated Construction Activities**

Table 2 presents the work activities anticipated during the construction phase of the project. Note that consideration for suppression equipment requirements is independent of whether an activity is allowed during a Red Flag Warning. A Red Flag Warning is issued for a stated period of time by the NWS using pre-determined criteria to identify particularly critical fire danger in a particular geographic area. In the event activities overlap, the Contractor will default to the more stringent equipment requirement. Any deviation from this list requires prior written approval from the appropriate Fire Management Lead.

**Table 2: Management of Anticipated Construction Activities**

Activity	Allowed During Red Flag?	Level of Suppression Equipment Required <sup>1</sup>
Geotechnical boring	No	3
Site grading, drilling, or excavation	No	3
Chainsaws	No	2
Chipping or grinding	No	3
Other vegetation removal <sup>2</sup>	No	3
Shoring and/or caisson installation	No	3
Blasting <sup>2,3</sup>	No	3
Concrete pouring	Yes	2
Welding	No	3
Crane or lift operations	No	2
Trenching	No	3
Equipment/infrastructure installation after foundation is complete	No	2
Installation of antennae on built towers	Yes	2
Site access (deliveries and inspections)	Yes	0
Minor work with hand or mechanic’s tools	Yes	1
Equipment testing (including generators)	Yes	1
Antenna alignment	Yes	1
Smoking <sup>4</sup>	No	Not Allowed <sup>4</sup>

Notes:  
<sup>1</sup> Reference equipment list in Section 4.3.  
<sup>2</sup> Prior approval required from Environmental Lead (except in emergencies)  
<sup>3</sup> Prior approval required from appropriate Fire Management Lead  
<sup>4</sup> Smoking is not allowed at or on the approach to any LMR site.

## 4.2 - Red Flag and Fire Weather Watch

The System Contractor's Construction Manager (or his designee) will check fire weather status for activities at LMR sites (see Table 2) included in this plan (see Table 1) where construction activities are anticipated. The fire weather status check will be made online at

<http://www.wrh.noaa.gov/firewx/cafw/index.php>

for the appropriate NWS Fire Weather Zone (this is dependent on the LMR site, as designated in Table 2).

### High Fire Season

During high fire season, the NWS updates its California Fire Weather web page twice per day (forecasted no later than 4 p.m. for the following morning and no later than 9 a.m. for the remainder of that day). During high fire season, the check will be made twice per day (after 4 p.m. for the following morning, and after 9 a.m. for in-day updates).

### Low Fire Season

During low fire season, the NWS updates its California Fire Weather webpage once per day (forecasted no later than 4 p.m.). Checks for Red Flag status during low fire season will be as described for high fire season, except that these will occur once per day (after 4 p.m.) for use throughout the following day.

### Applicability of Warnings and Watches

**Red Flag Warning.** Except as specifically identified in Table 2, no activities will be allowed when a site included in this plan is in an NWS Fire Weather Zone under a Red Flag warning. Similarly, except as specifically identified in Table 2, no activities will be scheduled to occur during periods when Red Flag warnings are forecasted.

**Fire Weather Watch.** In the event a Fire Weather Watch is in effect or forecasted for an NWS Fire Weather Zone containing a site included in this plan during a scheduled work period, activities may occur and may be scheduled for the following day. In order to perform work the following day, the System Contractor's Construction Manager or his designee is required to delay work until an updated Red Flag status check can be made (i.e., after 9 a.m. on day of construction). In the event the morning fire weather forecast has elevated conditions to Red Flag warning, activities will be limited to those allowable during Red Flag warning (see Table 2).

## 4.3 - Fire Suppression Equipment Requirements

The following are the standard fire suppression equipment lists, required at each site during construction activities identified in Table 2. Provision and use of equipment is the responsibility of the Contractor. All equipment used on site will be in operational condition, as determined by the Fire Management Lead.

## Level 0

- No equipment required

## Level 1

- One hand tool (round-pointed shovel or Pulaski) on site

## Level 2

### *Includes all Level 1 equipment and:*

- One hand tool (round-pointed shovel or Pulaski) for each construction crew member
- Backpack pump (5-gallon, water filled and operational)
- Fire extinguisher (1-gallon, Type ABC certified, charged)

## Level 3

### *Includes all Level 2 equipment and:*

- For construction activities other than geotechnical boring, a minimum 250 gallon water truck or trailer (buffalo) that includes approved fire hose (single jacket, 1.0- or 1.5-inch-diameter [dependent on orifice on buffalo], 100-foot length), and functional coupling(s) and nozzle.
- For geotechnical boring, a filled and operational 100-gallon water delivery unit on board the geotechnical drill rig that includes approved fire hose (single jacket, 1.0- or 1.5-inch-diameter [dependent on orifice on pump unit], 100-foot length), and functional coupling(s) and nozzle can serve as a substitute for the water buffalo.

In the event activities overlap, the Contractor will default to the more stringent equipment requirement. Any deviation from this list requires prior written approval from the appropriate Fire Management Lead.

## 4.4 - Training

All construction personnel will receive training, as approved by the appropriate Fire Management Lead, showing proper technique for early fire suppression. Fire prevention and/or suppression topics will be included for discussion during daily tailgate safety sessions. A safe zone will be designated prior to commencement of construction activities, and clearly communicated to all on-site personnel during the daily tailgate safety session.

## 4.5 - Suppression Activities

In the event a fire is ignited, construction crews will take measures, within the scope of their training, to suppress small fires that are in the incipient stage. Suppression activities will include:

- STOP WORK, call 9-1-1 **immediately** and report exact location and nature of incident.
- Begin suppression activities to include smothering and/or cooling small fires with hand tools and water (using the water delivery systems identified in this plan).
  - Use of suppression methods other than use of hand tools and water delivery systems identified in this plan is prohibited.
  - Use of unapproved equipment (i.e., construction equipment) or vehicles in suppression activities is prohibited. Use of unapproved equipment or vehicles in suppression activities can result in injury or death to operators and others on site, as well as risk equipment and environmental resources.



- c) In the event the suppression effort appears successful (i.e., the fire appears out), call 9-1-1 and inform them of updated current condition (this will assist the fire services in calibrating the response appropriate for conditions). **Do not cancel the response.** While awaiting emergency responders, the System Contractor's Construction Site Manager, or designated competent person (reference pre-construction plans for each site) will assign competent personnel with hand tools and water to continue to monitor the fire until emergency responders arrive on scene and direct otherwise.
  
- d) In the event incident becomes large, evacuate to pre-designated safe zone, to be identified during preconstruction meeting or first day tailgate session.

**SECTION 5: PLAN UPDATES AND/OR AMENDMENTS**

Any updates or amendments to this plan will be approved, at a minimum, by the appropriate Fire Management Lead(s), the Authority Construction Manager, and the Authority Environmental Lead.

## SECTION 6: FIRE MANAGEMENT PLAN POINTS OF CONTACT

Table 3 contains the functional roles, names, and contact information for individuals responsible for implementation of this plan.

**Table 3: Fire Management Plan Points of Contact**

Project Role	Name / Organization	Cell Phone	Email
Fire Management Lead (LA County Jurisdiction)	Kirby Neese Battalion Chief LA County Fire Department	213.718.0804	kirby.neese@fire.lacounty.gov
Fire Management Lead (City of Glendale Jurisdiction)	TBD	TBD	TBD
Fire Management Lead (LA City Jurisdiction)	TBD	TBD	TBD
Fire Management Lead (City of Pasadena jurisdiction)	TBD	TBD	TBD
Construction Manager (Authority)	Justin Delfino Local Safety Contact Jacobs	480.393.6682	justin.delfino@jacobs.com
Construction Manager (Motorola)	Gerry MacPherson Project Lead Motorola	951.566.5766	gerry.macpherson@motorolasolutions.com
Construction Site Manager (Pyramid)	See Preconstruction Plan. This individual should be identified during each day's tailgate safety briefing		
Environmental Lead (Authority)	Carl Rykaczewski Jacobs	909.498.6433	carl.rykaczewski@jacobs.com
<b>Function</b>		<b>Website</b>	
Obtain fire weather forecast		<a href="http://www.wrh.noaa.gov/firewx/cafw/index.php">http://www.wrh.noaa.gov/firewx/cafw/index.php</a>	

**Final  
Toxic Substance Management and Spill Response Plan  
for the  
Los Angeles Regional Interoperable Communications System  
(LA-RICS) Land Mobile Radio (LMR) System**

Prepared for:  
**Los Angeles Regional Interoperable Communications System  
Joint Powers Authority**  
2525 Corporate Place, Suite 200  
Monterey Park, California 91754

Prepared by:  
**FirstCarbon Solutions**  
250 Commerce, Suite 250  
Irvine, CA 92602  
714.508.4100

Date: December 7, 2016



**Table of Contents**

**Section 1: Introduction ..... 1**

- 1.1 - Project Overview ..... 1
  - 1.1.1 - Project Authorizations..... 1
  - 1.1.2 - Mitigation Measures ..... 1
- 1.2 - Applicable Project Area and Activities ..... 2
  - 1.2.1 - Timing..... 2

**Section 2: Methods ..... 5**

- 2.1 - Daily Operations, Refueling, and Servicing ..... 5
- 2.2 - Transportation of Hazardous Materials ..... 5
- 2.3 - Spill Response and Clean-up Equipment ..... 6
- 2.4 - Documentation Management ..... 6

**Section 3: References ..... 9**

**Appendix A: Emergency Points of Contact**

**List of Tables**

Table 1: Mitigation Measures Addressed ..... 2

Table 2: Applicable Project Area..... 2

Table 3: Timing of Mitigation Measures ..... 2

**List of Exhibits**

Exhibit 1: Locations of LA-RICS LMR Sites..... 3



**ACRONYMS AND ABBREVIATIONS**

Authority	Los Angeles Regional Interoperable Communications System
BRR	Biological Resources Report
EIR	Environmental Impact Report
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FCS	FirstCarbon Solutions
FEMA	Federal Emergency Management Agency
LA-RICS	Los Angeles Regional Interoperable Communications System
LMR	Land Mobile Radio
MMRP	Mitigation Monitoring and Reporting Program
MSI	Motorola Solutions, Inc.
NEPA	National Environmental Policy Act
PEA	Programmatic Environmental Assessment
Plan	Toxic Substance Management and Spill Response Plan
SHPO	State Historic Preservation Officer
USDOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service





## SECTION 1: INTRODUCTION

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is required to implement a Mitigation Monitoring and Reporting Program (MMRP) that demonstrates environmental compliance with the Environmental Impact Report (EIR), Programmatic Environmental Assessment (PEA), Biological Resources Report (BRR), and the State Historic Preservation Office (SHPO) for the LA-RICS Land Mobile Radio (LMR) Project (Project).

This Toxic Substance Management and Spill Response Plan (Plan) for LA-RICS presents the activities to be conducted to ensure compliance with mitigation measures, listed in Table 1. Activities associated with this Plan include daily operations of construction equipment, transportation of hazardous materials, spill response and safe cleanup of hazardous materials, and documentation management.

### 1.1 - Project Overview

The Project is intended to consolidate existing LMR systems with proposed new LMR sites to enable public safety agencies in the Los Angeles region to operate under one shared, interoperable LMR system. The Project establishes a shared communications system for emergency responders County-wide that would allow for an efficient and coordinated response to emergencies in the Los Angeles region. The Project may include up to 90 sites involving the placement of public safety communication facilities, including the placement of lattice towers, monopoles, antennas, emergency generators, and other equipment on sites throughout the Los Angeles region. A map of the LMR sites is provided in Exhibit 1.

#### 1.1.1 - Project Authorizations

Several agencies have discretion over Project approval and maintain the responsibility of reviewing measures documented in this Plan. The overall responsibility for project authorizations at the state and regional levels as well as the trustee local agency level for the project includes the following federal agencies: the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), Federal Emergency Management Agency (FEMA), United States Fish and Wildlife Service (USFWS), and United States Forest Service.

The Authority is the Lead Agency for CEQA and ultimately responsible for ensuring environmental compliance with required mitigation measures before, during, and after construction.

#### 1.1.2 - Mitigation Measures

The mitigation measure addressed in this Plan is provided in Table 1. This Plan, including the mitigation measures herein, is listed as a requirement for project environmental compliance according to the Project Environmental Impact Report (EIR 2016) and updated Master LMR Mitigation List (Updated 10-28-2016).

**Table 1: Mitigation Measures Addressed**

Measure	Description
BIO MM-5	<p><b>Hazardous Materials Management:</b> A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.</p> <p><b>Hazardous Materials Storage:</b> Hazardous materials shall be contained, spills shall be prevented, and any spills at the Project site or along access roads shall be contained and cleaned up immediately.</p> <p><b>Spill Response Kit:</b> All construction vehicles are required to carry at least one spill response kit.</p> <p><b>Documentation Management:</b> Any spills shall be accounted for in reports prepared by the biological/environmental monitor.</p>

Source: LA-RICS Joint Powers Authority. Master LMR Mitigation List Updated 10-28-2016 for the Los Angeles Regional Interoperability Communications System (LA-RICS) Land Mobile Radio (LMR) System.

## 1.2 - Applicable Project Area and Activities

Activities associated with this Plan include hazardous material management, storage, and spill response practices, and reporting requirements to prevent the discharge of diesel fuel and other harmful substances to the environment. This Plan is applicable to individual LMR sites listed in Table 2.

**Table 2: Applicable Project Area**

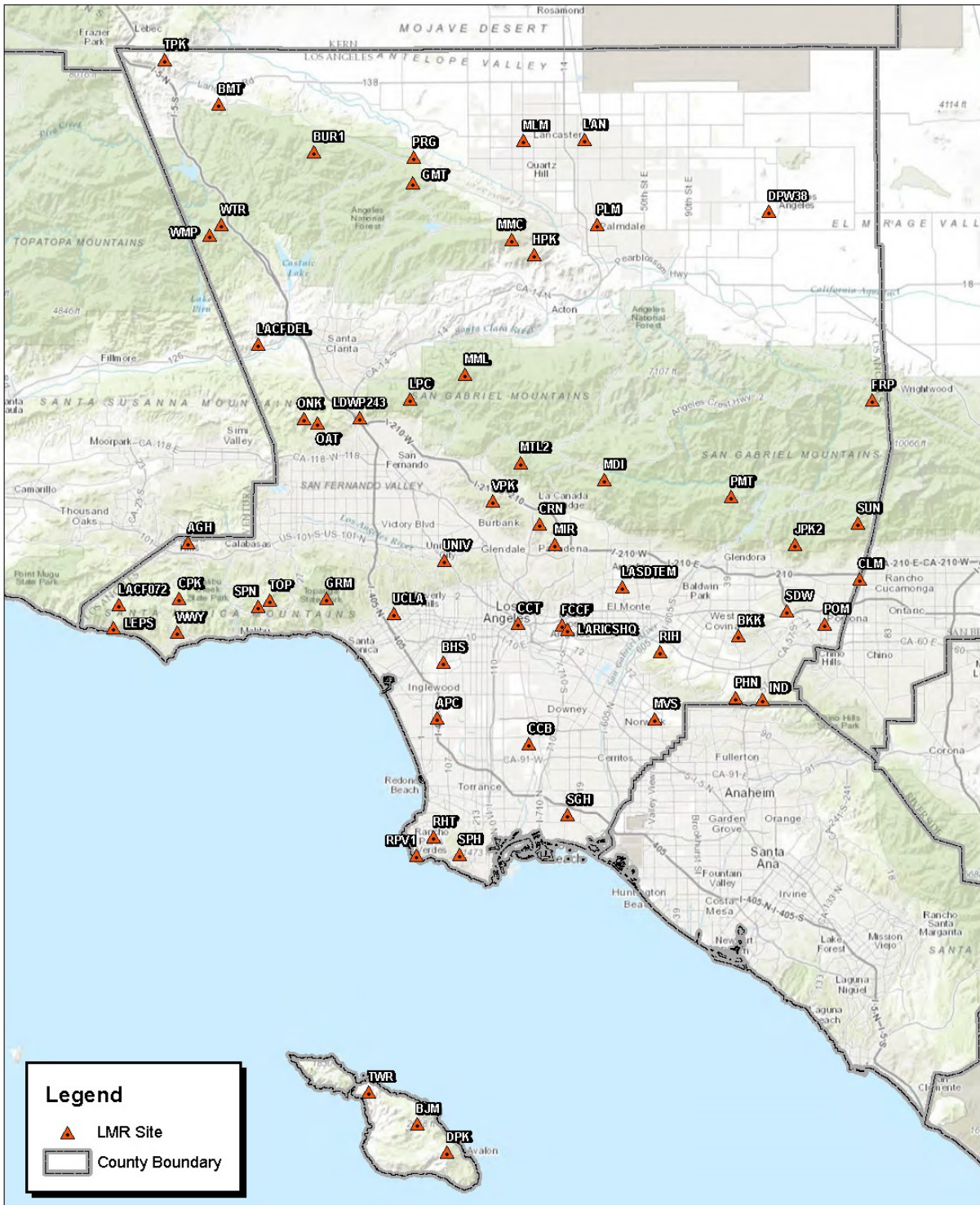
Mitigation Measure	Applicable Sites
BIO MM-5	All Project Sites

### 1.2.1 - Timing

The mitigation measure described in this Plan is applicable for the construction phases of the project shown in Table 3.

**Table 3: Timing of Mitigation Measures**

Mitigation Measure	Construction Phase		
	Prior to Start of Construction	Continuous during Construction	Post-construction
BIO MM-5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Source: ESRI; LA-RICS; Smartsheets 11/2016



Exhibit 1  
 Locations of LA-RICS LMR Sites

47080010 • 11/2016 | 1\_mr\_sites.mxd

PYRAMID NETWORK SERVICES, LLC  
 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM



## SECTION 2: METHODS

The following sections describe the actions required to comply with mitigation measures as specified in the updated LMR Mitigation List.

### 2.1 - Daily Operations, Refueling, and Servicing

Spills may occur from equipment (fuel, hydraulic fluid, brake fluid, antifreeze, etc.), from miscellaneous household materials kept on-site, or during refueling activities.

In order to prevent spills and to respond quickly and efficiently in the event of a spill, the System Contractor shall take the following actions:

- Ensure hazardous materials are contained.
- Install secondary containment to control leaks and accidental spills.
- Equip each construction vehicle with at least one spill response kit (see Section 2.3).
- Ensure any spill at the Project site or along access road is contained and cleaned up immediately.

Prior to any fueling or refueling activity, the System Contractor shall notify the Authority's Environmental Lead and the Authority's Construction Manager, who will determine applicable Best Management Practices to be employed on the site, and whether an Environmental Monitor is required to be on-site.

Environmental Monitors (if applicable) and/or the System Contractor's Construction Site Manager shall regularly inspect refueling areas to help ensure that proper measures are being implemented in accordance with this Plan.

A copy of this Plan will be available on-site at all times throughout the construction period.

### 2.2 - Transportation of Hazardous Materials

Procedures for loading and transporting fuels and other hazardous materials will meet the minimum requirements established by the United States Department of Transportation (USDOT) and pertinent state and local regulations. In accordance with such regulations, the transport of hazardous materials and wastes can only occur by transporters who have received training and appropriate licensing. Additionally, hazardous material and waste transporters are required to complete and carry hazardous waste manifests with all shipments of hazardous materials. Diesel fuel is expected to be the primary hazardous material used at Project sites. The following measures shall be implemented to reduce the potential for spills during transportation of hazardous materials:

- All project and fuel transport equipment shall be inspected for leaks prior to transporting on-site.
- All other mitigation measures identified in the MMRP are applicable to fuel deliveries.

- All project and fuel transport equipment shall be cleaned prior to being brought on-site to prevent the spread of invasive plants (BIO MM 23—Prevent the Spread of Nonnative Vegetation).
- Site restrictions including site closures, escort requirements and other measures are applicable to fuel delivery activities (BIO MM 11—Site Access).

### 2.3 - Spill Response and Clean-up Equipment

The System Contractor shall be responsible for maintaining an adequate inventory of spill response and clean-up materials at project work areas to provide for quick and immediate response to spills. In addition, it is the System Contractor's responsibility to ensure all personnel are trained in the use and disposal of these materials. A spill response kit shall be at project work areas with each construction crew and in each construction vehicle.

- At a minimum, each spill response kit will contain the following items:
  - Shovel
  - Absorbent pads/materials
  - Medical first-aid supplies
  - Phone list with emergency contact numbers (see Appendix A)
  - Storage containers (5-gallon minimum)
- Additional items may include:
  - Broom
  - Disposal bags and ties
  - Rubber gloves
  - Safety glasses
  - Drip pillow
  - Hazardous labels
  - Lite-Dri absorbent bag

The emergency points of contact list is provided under Appendix A.

### 2.4 - Documentation Management

The System Contractor is required to maintain detailed records for all spills, regardless of quantity or size. The System Contractor shall report all spills to the Authority Construction Manager and the Authority Environmental Lead within 24 hours of occurrence. The reporting shall include the following items (as appropriate, based on whether the spill incident is agency-reportable):

- Time and date of each log entry
- Name of individual recording log entry
- List of all agencies notified, including name of individual notified, time and date (if appropriate)
- Type and amount of material spilled

- Resources affected by spill
- List of response actions taken, including relative success
- Copies of letters, permits, or other communications received from government agencies throughout the duration of the spill response (if appropriate)
- Copies of all outgoing correspondence related to the spill (if appropriate)
- Photographs of the response effort (and surrounding baseline photographs)

If an Environmental Monitor is on-site, the monitor shall record spill information in their appropriate daily log.





## **SECTION 3: REFERENCES**

LA-RICS Joint Powers Authority. January 2016. Draft Environmental Impact Report for the Los Angeles Regional Interoperability Communications System (LA-RICS) Land Mobile Radio (LMR) System.

LA-RICS Joint Powers Authority. 2016. Updated Master LMR Mitigation List. October 28.



## Appendix A: Emergency Points of Contact



## Emergency Points of Contacts

### California Hazardous Material Spill/Release Notification Guidance

1. Call Local Emergency Response Agency: 9-1-1
2. In the event of spills greater than 42 gallons, call California Emergency Management Agency: 1.800.852.7550 or 916.845.8911

### Project Contacts

Terry Smith  
Construction Manager  
Pyramid Network Solutions  
480.748.0744

Kim Burnell  
Environmental Compliance Manager  
FirstCarbon Solutions  
949.278.2981

Justin Delfino  
Construction Manager  
Jacobs  
480.393.6682

Carl Rykaczewski  
Environmental Lead  
Jacobs  
909.498.6433

# ATTACHMENT E

NPS Form 10-114 (Rev. 8/2021)  
National Park Service

## SPECIAL USE PERMIT



**SANTA MONICA MOUNTAINS  
NATIONAL RECREATION AREA**  
1 Baxter Way, Suite 180  
Westlake Village, CA 91362  
805-370-2308



<b>Permittee information</b>
Permittee name: Scott Edison
Company/Organization: Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
Street address: 2525 Corporate Place, Suite 100
City: Monterey Park
State: CA
Country: USA
Zip code: 91754
Mobile phone number: 562-706-3964
Fax number:
Email address: Scott.Edson@LA-RICS.ORG

Park alpha code: **SAMO**

Permit # **PWR SAMO - C093**

**Type of use:**

- Special event
- Filming or still photography
- Demonstration, sale or distribution of printed matter, etc.
- Agricultural or grazing
- Other: Lands Permit/Staging

**NEPA compliance:**

- Categorically excluded
- EA/FONSI
- EIS
- PEPC #115823
- Other \_\_\_\_\_

**Authorizing legislation or other authority:**

- 54 U.S.C. § 100101 (Organic Act)
- 54 U.S.C. § 100751(a) (Regulations)
- 54 U.S.C. § 103104 (Cost Recovery)
- 54 U.S.C. § 100905 (Comm Film & Photography)
- Other authority: 54 USC 100902 (a) & (b)
- Park-specific legislation: PL 95-625 Sec507

The Permittee is authorized to use the following described lands or facilities in Santa Monica Mountains National Recreation Area (Park): Castro Peak Parcel (APN 446022902). Approximately 0.2 acres of NPS-owned parcel located immediately south and east of the LA County-owned Castro Peak Communications Site. Use would be for temporary (no overnight) parking for vehicles and equipment, removal of an 120' radio tower. Drip pan or absorbent pads must be placed underneath equipment parked on NPS property. Drone use, removing of vegetation and/or any ground disturbing activities are not permitted. This permit begins at 7:00am on 9/05/2024 and expires at 5:00pm on 11/30/2024.

Application fee	Received <u>  x  </u> Not Required <u>      </u>	Amount \$ <u>  175.00  </u>
Performance bond	Received <u>      </u> Not Required <u>  X  </u>	Amount \$ <u>          </u>
Liability insurance	Received <u>  X  </u> Not Required <u>      </u>	Amount \$ <u>2,000,000.00  </u>
Cost recovery	Received <u>  X  </u> Not Required <u>      </u>	Amount \$ <u>  \$300.00  </u>
Location fee	Received <u>      </u> Required <u>      </u>	Amount \$ <u>          </u>
Other authorized fee	Received <u>      </u> Required <u>      </u>	Amount \$ <u>          </u>

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

\_\_\_\_\_  
Permittee signature  
\_\_\_\_\_  
Authorizing NPS official  
\_\_\_\_\_  
Authorizing NPS official (additional, if required)

\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
Title: Superintendent  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date: 07/30/24  
\_\_\_\_\_  
Date: 08-16-2024  
\_\_\_\_\_  
Date:

## General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Santa Monica Mountains National Recreation Area (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate; must be issued by a company licensed to do business and in good standing California; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$0 from a bonding company licensed to do business and in good standing in California or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for

Initial \_\_\_\_\_



# ATTACHMENT E

estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates **RICHARD GUTIERREZ** (as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

## Park-specific Terms and Conditions

**SUMMARY OF PERMITTED ACTIVITY/PROJECT DESCRIPTION:** The National Park Service ("NPS) hereby permits LA-RICS to use approximately 0.2 acres of previously disturbed areas on an NPS-owned parcel (APN 446022902) located immediately south and east of the LA County-owned Castro Peak Communications Site. Use would be for temporary (no overnight) parking for vehicles and equipment, to allow for removal of an 120' radio tower at the LA-RICS site CPK. Drip pan or absorbent pads must be placed underneath equipment parked on NPS property. No vegetation removal would occur, and the road would not be blocked to other users. Drone use is prohibited. Use of the access road to NPS property is under a LA County license agreement with Mr. James Kay thru which LA-RICS is also allowed use of the access road. LA-RICS will provide monitoring for permit with NPS providing weekly site visits. If during the permit, NPS finds additional monitoring necessary, additional Cost Recovery charges may incur. A map illustrating the proposed use is included as Attachment A.

19. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected, and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.

20. The Permittee shall comply with all applicable county, state and federal laws and existing regulations promulgated thereunder and shall obtain all required county, state, and federal regulatory permits.

21. The use permitted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under

Initial \_\_\_\_\_

# ATTACHMENT E

the authority of the United States.

22. Any additional information relating to the privilege granted by this permit will be communicated with Office of Special Park Uses. No personal gratuity of any nature will be offered to any employee of the Government in connection with the exercise of the privilege granted. No employee of the National Park Service may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee. Government equipment will not be loaned or rented or diverted from normal use for permit activities.
23. Permit is for approved area in Castro Peak Parcel (APN 446022902). The permittee will ensure that during setup and cleanup, permitted activities will not create a public safety hazard, interfere with pedestrian traffic, or block fire lanes or hydrants.
24. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must always remain available. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.

The Permittee/Project Leader shall be required to attend a pre-work on-site consultation with NPS/SAMO staff. Liaison to NPS - The permittee must designate an on-site liaison person(s) with the National Park Service (PLEASE LIST).

On site personnel	Richard Gutierrez, Site Manager	949-274-6577
Liaison	Evan Qiuxingyu, Contract Manager	310-882-1495
Liaison	Riad El Masri, Construction Manager	323-881-8183
Liaison	Nancy Yang, System Engineer	323-881-8049
Executive Director	Scott Edson	562-706-3964

25. Time Frame - All activities stipulate in the Special Use Permit will be conducted within the following time frame:

Date(s)	Between the hours of	Activity
Thursday, September 05, 2024, thru, November 30, 2024	7:00 am - 5:00 pm Daily	Passenger Vehicles, material laydown and Equipment Parking

26. Site Use - The Superintendent reserves the right to temporarily close park sites to prevent damage to park resources. The NPS will notify the Permittee when areas are unsuitable for use and will also provide notification when park sites are re-opened. Use of fire roads and backcountry trails is subject to NPS evaluation following rain or during wet weather conditions. Use of fire roads, dirt parking lots and backcountry trails may close during periods of wet weather.
27. Off Limits Areas - Park residences, administrative areas, ranger stations, government telephones and equipment, closed areas. Check SAMO website for specific closed areas <https://www.nps.gov/samo/index.htm>
28. Costs - The permittee has paid in full to NPS **\$475.00** for administrative and recovery of costs incurred by NPS in conjunction with this event. If any additional costs are incurred during this event, the permittee will be billed for the balance at the conclusion of the event.
29. Cancellation/Refund - A request to cancel or re-schedule the permitted event must be made in writing and must be received by NPS no less than two weeks before the date of the start of activities on site. In case of cancellation, costs actually incurred by the NPS will be deducted from the amount refunded. Cancellation due to natural disasters will be refunded, minus NPS costs or the event may be rescheduled.
30. Rain Cancellation - In case of rain cancellation, cost recovery calculation will be adjusted to reflect fewer site days as well as costs associated with public notification of cancellation and cost of refund if any.
31. Extension of the permit may only be made by contacting the Office of Special Park Uses, 805-370-2308 at least 48 hours in advance.

Initial \_\_\_\_\_

# ATTACHMENT E

32. Notification and Oversight – NPS employees may spot check the activity throughout the permit.
33. NPS employees have the authority to stop work at any time they have concerns about injuries to park resources, work not being completed as stated in the agreement or health and safety of park employees, visitors, the Permittee, or their representatives/contractors. This stop work applies to the Permittee and their representatives (e.g., contractors or subcontractors).
34. Damages - The Permittee shall take adequate measures as directed and approved by the Superintendent, to prevent or minimize injuries to the park resources as the work authorized under this Permit is completed. The Permittee shall pay the United States for any damages resulting from injuries to park resources caused by work/activities that are outside the scope of this permit or work/activities that have not been approved in writing.
35. The Permittee shall do everything reasonably within his power to prevent and suppress fires resulting from this use. The Permittee shall pay the United States for any fire suppression costs occasioned by the United States.
36. Use of pesticides, including herbicides, fungicides, insecticides, etc., in the National Recreation Area lands is strictly prohibited unless approved in advance, in writing, by the Superintendent.
37. Invasive Plant Dispersal - To prevent the dispersal of invasive plants into the native plant community, all equipment brought in for work must be free of any dirt, seed, and organic materials.
38. Fill Dirt – Any fill dirt brought into area for construction project must first have source location approved by the park's plant ecologist to prevent the seed transfer of invasive plants.
39. Utmost care will be exercised to see that no natural, historic, or cultural features are injured. Cutting of branches or ground cover is not permitted. Digging, scraping or movement of rocks or other natural features requires advance written permission and must be monitored by appropriate professional selected by NPS.
40. Drip pan(s) or absorbent pad(s) must be placed underneath engine and hydraulics of equipment parked on NPS property.
41. The permittee shall not make improvements to the property without prior approval by the National Park Service. The permittee may provide highly visible signs directing event participants to services and facilities. Signs may not be attached to structures, trees, or existing signs. Signs may be attached using rope, ribbon or flagging tape of at least 1/4" diameter. Temporary changes, decorations, or additions must meet applicable safety, fire, and health regulations. Use of tacks, nails, staples, or tape on NPS property is prohibited. Also prohibited is the use of chalk, flour or other similar ground marking material. All signs must be removed by the permittee within twenty-four hours of the conclusion of the event.
42. Construction crew etiquette for visitors, vegetation, and wildlife:
  - a. Crews will avoid trampling and impacting vegetation, wildlife, and habitat features such as burrows, nests, or dens.
  - b. No trees will be trimmed, cut, or impacted during the work.
  - c. Visitors - Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
43. Trash Removal – Areas of use must be cleaned of all hazards each day or secured and attended by the permittee's personnel. Trash must be contained within dumpsters. Garbage overflow is prohibited. Any trash that poses an overflow, must be removed from site by permittee.
  - a. Spills - Cleanup of spills or accidents must be accomplished in accordance with 40 CFR and all applicable state environmental quality laws regarding disposal and cleanup of hazardous/industrial wastes. In case of spill or accident which may involve hazardous or industrial wastes, NPS representative must be notified immediately.
  - b. Recycling - Permittee will comply with NPS guidelines for recycling, water conservation and integrated pest management.

Initial \_\_\_\_\_

# ATTACHMENT E

- c. Micro trash - Crews will remove all trash from the job site paying special attention to leaving no micro-trash (screws, nuts, bolts, pop-tops, washers, etc.) at the job site.
44. Upon completion of event specified in the Special Use Permit, the permittee will leave the area/site in the same condition prior to use.
  - a. Permittee will clear the site of all vehicles, equipment, and trash, returning the site to original condition at the conclusion of this permit. Cleanup will be to NPS satisfaction with final inspection made by the NPS staff assigned to monitor permit activities. All personnel, equipment and vehicles must be clear of NPS property by 5:00 p.m., November 30, 2024. Extension of the permit may only be made in writing by contacting the Special Park Uses at samo\_permits@nps.gov or 805-236-1968.
45. Vehicle Use – Vehicles are restricted to designated roads, and main parking areas. **Speed limit is 15 miles per hour. Drivers shall obey all traffic laws yield to all hikers, bicyclists, and equestrians.** Ranger cannot transport equipment or personnel in the government vehicle. Vehicle access may be restricted following rain to prevent damage to wet areas.
  - a. Vehicles operating in unsafe manner will be removed and or cited.
  - b. No idling of vehicle engines.
  - c. Heavy equipment must be parked on road-base and not on vegetation. Drip pans shall be placed under vehicles to prevent potential contamination of soils.
46. Parking and Circulation – Permittee is responsible for alerting personnel that vehicle parking along public road shoulders adjoining NPS property is prohibited. Permittee will ensure that traffic will not create a public safety hazard, interfere with pedestrian traffic, or block fire lanes or hydrants. Permittee may not block public access to handicapped parking spaces.
  - a. Permittee's use will not interfere with other operations or permitted activities.
  - b. Permittee will consolidate vehicles to allow space for visitors.
47. NPS is not responsible for any theft or damage to equipment or materials. Permittee is allowed to hire unarmed security guards to monitor equipment and to keep visitors out of permitted area. If a ranger is needed for emergency purposes, they can be dispatched by calling Santa Monica Dispatch 805-370-2399.
48. After Hours – Permittee acknowledges that they are responsible for the security of their own equipment and vehicles. NPS is not responsible for monitoring permittees equipment or vehicles.
49. The Permittee will comply with applicable public health and sanitation standards and codes.
50. First aid and personal safety are the responsibility of the permittee.
  - a. Permittee will promptly inform the National Park Service of accidents or injuries occurring in conjunction with permitted activities. Any accident involving personal injury or damage to property in excess of three hundred dollars (\$300.00) must be reported to the NPS within seventy-two hours of occurrence.
  - b. For all injuries needing more than basic first aid, permittee must notify NPS monitor and/or park dispatch- **Santa Monica Dispatch 805-370-239 or (209) 379-1992.**
51. **OPEN FIRES are PROHIBITED.** High Fire Danger or **RED FLAG ALERTS** may prohibit certain job-related tasks. A fire extinguisher must be on-site during operations.
  - a. Vehicle operation – See Project Activity Table, Exhibit B
  - b. Smoking – Smoking is prohibited on trails and in vegetated areas. Smoking is prohibited during Red Flag Warnings or High Wind Advisories.
  - c. Gas generators shall be placed at least 10' from vegetation and structures. All gas generators shall have a fire extinguisher on site and next to the generator while in use.
  - d. All state and county fire safety regulations will be complied with by the permittee.

Initial \_\_\_\_\_

# ATTACHMENT E

- e. The Permittee shall do everything reasonably within his power to prevent and suppress fires resulting from this use.
  - f. The Permittee shall pay the United States for any fire suppression costs occasioned by the United States.
52. Alcohol - Use of alcoholic beverage is prohibited for this permit. All Federal, state and county laws, regulations, and ordinances which apply to alcoholic beverages will be complied with by the permittee.
53. Park Maintenance – The permittee shall not impede park maintenance staff, contractors, or vendors from performing their duties including but not limited to servicing trash and restrooms. The Permittee shall not obstruct park trash cans or toilets.
54. Aircraft and Drones – Drone use is Prohibited. Unmanned aircraft is not allowed.
55. Noise levels created by the activity specified in the Special Use Permit shall not exceed that which is reasonable for the time and place.
- a. Quiet hours are from 10:00 p.m. to 6:00 a.m.
  - b. Loud noises including generators and idling vehicles, (exceeding 60 decibels) that would disturb residents or neighbors are prohibited during that time.
56. Commercial Activity - Permittee will not be permitted Commercial/Business activities per TITLE 36 CFR 5.3.
57. Advertising - Commercial notices or advertisements will not be displayed, posted, or distributed on federally owned or federally controlled land, water, or airspace of a park.
58. Site Identification – All information flyers must identify the parking site as "**Castro Peak, Santa Monica Mountains National Recreation Area.**" Permittee will provide highly visible signs directing vehicles to the designated parking area. Use of tacks, nails, staples, or tape on NPS property or vegetation is prohibited. Signs may not be attached to structures, trees, or existing signs. All signs must be removed at the conclusion of permitted activities.
59. Archives – The permittee understands the National Park Service will photo document permitted activity for the park photo archive.

Initial \_\_\_\_\_

**Exhibit A: Castro Peak Communication Site Map  
(LA-RICS Site CPK)**



**Castro Peak Communication Site  
(LA-RICS Site CPK)**

11/20/2020

Initial \_\_\_\_\_

# ATTACHMENT E

Exhibit B: Project Activity Level Table (PAL)

## PROJECT ACTIVITY LEVEL (PAL) ACTIVITIES LIMITED BY FIRE DANGER RATING FOR THE SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA

Employees, contractors and visitors shall conform to the limitations or requirements of the Project Activity Level (PAL) in the table below. SAMO Fire Management Plan.

PAL LEVEL	PROJECT ACTIVITY	BI	Staffing Class	Fire Danger
A	Standard safety requirements followed, have good situational awareness. (AT ALL LEVELS)	0-46	I	Low
	Use of mechanized equipment with high speed rotary head, mowing, felling, limbing, bucking, chipping, welding, etc... are authorized.			
B	Be aware and monitor weather conditions, (rising temperatures, lowering humidity, and increasing winds) when performing field work like that listed above. Be aware of where you park your vehicle. do not park over vegetation that may touch engine or exhaust.	46-90	II	Moderate
C	<b>OPERATIONS PROHIBITED 1300 - 2000</b> Exception is trained fire staff with suppression tools onsite	91-181	III	High
	Tractor, chipper, grader, mowing, metal blade weedwacking operations in dead fuels			
	Power saw use in dead fuels			
	Welding or cutting of metal near vegetation			
	Any spark emitting operation near vegetation			
D	<b>THE FOLLOWING OPERATIONS ARE PROHIBITED ALL HOURS</b>	182-236	IV	Very High
	Tractor, chipper, grader, mowing, weedwacking operations in dead fuels			
	Power saw use in all fuels			
	Welding or cutting of metal near vegetation			
	Any spark emitting operation near vegetation			
E	<b>EQUIPMENT OPERATIONS ARE PROHIBITED ALL HOURS EXCEPT</b>	Above 237	V	Extreme
	Trucks at landing may be loaded and travel improved roads			
	Equipment may be serviced in non-vegetated area			
	Roads: dust abatement			

DURING RED FLAG WARNINGS, THE PROJECT ACTIVITY LEVEL WILL BE CONSIDERED EXTREME

Initial \_\_\_\_\_

# ATTACHMENT E

RC 7/30/2024

The Rest of The Page Is Intentionally Left Blank

Initial \_\_\_\_\_

**AGENDA ITEM J - ENCLOSURE**



**SCHEDULE OF PRICES**

**TOWER DEMOLITION AND REMOVAL SERVICES AT CASTRO PEAK (CPK)**

The resultant Contract will be awarded to the lowest, responsive, and responsible Bidder to perform the tower demolition and removal at the **CASTRO PEAK (CPK)** site pursuant to IFB No. LA-RICS 020. Bidders are to complete the table below and include their total cost to perform the tower demolition and removal services work.

<b>TOWER DEMOLITION AND REMOVAL SERVICES CPK SITE</b>	
REQUIREMENTS	PRICE
Bidder's cost to provide the LA-RICS Authority with tower demolition and removal services at the CPK site inclusive of all costs, direct or indirect, such as, but not limited to, materials, labor, permits, transportation, equipment, insurance, etc., necessary to perform all the work set forth in the IFB in its entirety; Scope of Work in its entirety including its Attachments (Site Plan; Applicable Mitigation Measures, LA-RICS LMR Site CPK, and LMR Fire Management Plan); Sample Contract in its entirety, including all Exhibits, such as Grant Funding Requirements, etc., which will form part of resultant awarded Contract; all of which are contemplated in IFB No. LA-RICS 020, including addenda thereto, if any, issued by the LA-RICS Authority.	<b>\$ 144,000.00</b>
<b>TOTAL PROPOSED BID AMOUNT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT THE CPK SITE:</b>	<b>\$144,000.00</b>

**LA-RICS AUTHORITY'S ADMINISTRATION**

**CONTRACT NO. LA-RICS 020**

**LA-RICS AUTHORITY PROJECT DIRECTOR:**

Name: Scott Edson  
Title: Executive Director  
Address: 2525 Corporate Place, Suite 100, Monterey Park, CA 91754  
Telephone: (323) 881-8281  
Email: Scott.Edson@la-rics.org

**LA-RICS AUTHORITY PROJECT MANAGER:**

Name: Riad ElMasri  
Title: Program Manager  
Address: 2525 Corporate Place, Suite 100, Monterey Park, CA 91754  
Telephone: (323) 881-8183  
Email: Riad.Elmasri@jacobs.com

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS

"Consultant" and "Contractor" are used interchangeably throughout this exhibit, and refer to the same entity who has received an award from the Authority.

### 1. Funding Resources

The parties anticipate that various government funding resources ("Funding Resources"), including municipal, State, federal and/or local grants or other funds, will be used to pay for the Work, including each Deliverable under the Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Agreement.

#### 1.1 Urban Area Security Initiative ("UASI")

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at [fema.gov/government/grant](http://fema.gov/government/grant), [dhs.gov](http://dhs.gov), [grants.gov](http://grants.gov) and at CFDA Number 97.067.

### 2. General

#### 2.1 Funding of Agreement

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Authority. This Agreement may be terminated in accordance with Paragraph 16 (Compliance with Federal Grant Funding Requirements) of the Contract upon a loss or reduction of grant funds or other applicable Funding Resources.

#### 2.2. Payment to Consultant

2.2.1 The LA-RICS Authority makes no commitment to fund this Project other than as stated in Paragraph 16 (Compliance with Federal Grant Funding Requirements), in particular subsection 16.3 (Funding Disallowance) of the Contract. The LA-RICS Authority shall review Consultant's performance on a periodic basis. If Consultant does not meet its performance measures, the LA-RICS Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Consultant in compliance with the provisions set forth in the Agreement upon written notice to Consultant and as set forth by a written amendment to the Agreement.

2.2.2 Consultant shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement. If not on an advanced payment plan,

Consultant shall request reimbursements by submitting detailed invoices as required by the LA-RICS Authority. Consultant shall be reimbursed after the LA-RICS Authority has received the all required documents and after the LA-RICS Authority determines that Consultant has incurred and expended funds for reasonable and allowable costs under the Agreement.

### **3. Compliance with State and Federal Requirements**

#### **3.1 Requirements Applicable to All Grant Agreements**

Consultant shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement. Consultant shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Consultant shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

#### **3.2 Office of Management and Budget (OMB) Circulars**

Consultant shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

#### **3.3 Single Audit Act**

If federal funds are used in the performance of the Agreement, Consultant shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Agreement.

#### **3.4 Americans with Disabilities Act**

Consultant hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101et seq. and its implementing regulations. Consultant shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Consultant shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract

entered into by Consultant relating to this Agreement shall be subject to the provisions of this section.

### 3.5 Political and Sectarian Activity Prohibited

3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

3.5.2 If the Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Consultant shall submit to the LA-RICS Authority a completed Exhibit A.1 (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Consultant until the Certification is filed.

3.5.3 Consultant shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Consultant. Consultant shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

### 3.6 Subcontracts and Procurement

3.6.1 Consultant shall comply with applicable federal standards in the award of any subcontracts. For purposes of the Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.

3.6.2 Consultant shall ensure that the terms of the Agreement are incorporated into all its subcontract agreements. Consultant shall submit all its subcontractor agreements to the LA-RICS Authority for review prior to the release of any funds to the subcontractor. Consultant shall withhold funds to any of its subcontractor that fails to comply with the terms and conditions of the Agreement and the respective Consultant's agreement.

### 3.7 Labor

3.7.1 Consultant shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

- 3.7.2 Consultant shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Consultant shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Consultant shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Consultant shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Consultant shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

### 3.8 Civil Rights

Consultant shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any

other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

### 3.9 Environmental

- 3.9.1 Consultant shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 3.9.2 Consultant shall comply with environmental standards which may be prescribed pursuant to the following, as applicable: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); and (k) Environmental Protection Agency regulations (40 CFR Part 15).
- 3.9.3 Consultant shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 3.9.4 Consultant shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 3.9.5 Consultant shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.



- 3.9.6 Consultant shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 3.9.7 Consultant ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012), and is not impacting the environment negatively.
- 3.9.8 Consultant shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3.9.9 Consultant shall comply, as applicable, with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 3.9.10 Consultant shall comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Consultant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.11 Consultant shall assist the LA-RICS Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

### 3.10 Preservation

Consultant shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

### 3.11 Suspension and Debarment

Consultant shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Consultant shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment

thereto. Said Certification shall be submitted to the LA-RICS Authority concurrent with the execution of the Agreement and shall certify that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Consultant shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Consultant shall immediately inform the LA-RICS Authority if it is debarred or becomes debarred during the term of the Agreement.

3.12 Drug-Free Workplace

Consultant shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Consultant take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

3.14 Animal Welfare

Consultant shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

3.15 Public Law 110-161

Consultant shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

3.16 Public Law 103-227

Consultant must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that

smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

Consultant shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Agreement shall be American made.

3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Consultant that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

3.18.1 Consultant may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Consultant conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

3.18.2 A religious or faith-based Consultant will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Consultant may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Consultant retains its LA-RICS Authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for

possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. —Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

### 3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

### 3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

## **4. Audits and Inspections Applicable to All Grants**

### 4.1 Records Inspection

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the LA-RICS Authority, may deem

necessary, Consultant shall make available for examination, all of its records with respect to all matters covered by the Agreement. The LA-RICS Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the LA-RICS Authority to audit, examine and make excerpts, or transcripts from records, including all Consultant's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Consultant shall provide any reports to the LA-RICS Authority requested by any Funding Resource regarding performance of the Agreement.

#### 4.2 Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the LA-RICS Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The LA-RICS Authority may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Paragraph 43 (Records Retention and Inspection/Audit Settlement) of the Contract.

#### 4.3 Right to Access

Access by the LA-RICS Authority, the State of California, the Department Homeland Security, the Department of Commerce, the Comptroller General of the United States, the Offices of the Inspector General or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of Consultant which are directly pertinent to charges to the Project, shall not be denied in order to conduct audits and examinations and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Consultant's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

#### 4.4 Reporting

Consultant agrees to provide any reports requested by the LA-RICS Authority regarding performance of the Agreement and comply with all reporting, data collection and evaluation necessary to complete grant reporting requirements as detailed in Recovery Act Grant requirements and Statutes and Regulations Applicable to the Homeland Security Grants.

#### 4.5 Failure to Comply

The LA-RICS Authority reserves the right to impose any or all of the following sanctions for Consultant's failure to comply with the Single Audit Act and the provisions of the Agreement:

- a. Withhold a percentage of payments, at the LA-RICS Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Consultant until the audit is completed satisfactorily and submitted to the LA-RICS Authority; and/or
- c. Impose provisions of default or liquidated damages or other applicable provisions of the Base Document as set forth therein.

#### 4.6 Excerpts and Transcripts

The LA-RICS Authority, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights and the U.S. Comptroller General shall have the LA-RICS Authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting the Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with the Agreement.

#### 4.7 Physical Inspections

The LA-RICS Authority shall have the LA-RICS Authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Agreement.

#### 4.8 Notice of Fault

Should a fiscal or special audit determine that Consultant has earned funds which are questioned under the criteria set forth herein, Consultant shall be notified and given the opportunity to justify questioned expenditures prior to the LA-RICS Authority's final determination of disallowed costs, in accordance with the procedures established under these Funding Requirements.

### **5. Prohibition of Legal Proceedings**

Consultant is prohibited from using any Funding Resources received under the Agreement for the purpose of instituting legal proceeding against the LA-RICS Authority, its Members or their official representatives.

## 6. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Consultant shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Agreement. Consultant shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

## 7. Other Grant Requirements

### 7.1 FEMA/OSHA Standards

Consultant agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will result in a non-compliance finding. Consultant agrees not to undertake any activity that has the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

### 7.2 Publishing Documents

Consultant agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contactor also

agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

### 7.3 Grant Modification

Consultant shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

### 7.4 DUNS Number

Consultant shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Consultant and its subcontractor received Grant Funds.

### 7.5 Subcontract to a Federal Agency

Consultant shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the LA-RICS Authority.

## **8. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI)**

### 8.1 Applicable Statutes and Regulations

Consultant shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Consultant shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to:

- 8.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1); Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215,225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.



- 8.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 8.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 8.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation.

## 8.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

## 9. Non-Compliance

Consultant understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in suspension, termination or reduction of grant funds, and repayment by the Consultant to the LA-RICS Authority of any unlawful expenditure.

## 10. Conflict of Interest

### 10.1 General

Consultant warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administrating any subcontract supported

(in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Consultant is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

## 10.2 Definitions

### 10.2.1 Immediate Family

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

### 10.2.2 Financial or Other Interest

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Consultant ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

## 10.3 Representations

- 10.3.1 Consultant further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Consultant, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).

- 10.3.2 Consultant shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Consultant.
- 10.3.3 Prior to obtaining the LA-RICS Authority's approval of any subcontract, Consultant shall disclose to the LA-RICS Authority any relationship, financial or otherwise, direct or indirect, of Consultant or any of its officer, directors or employees or their immediate family with the proposed Consultant and its officer, directors or employees.
- 10.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 10.3.5 Consultant warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 10.3.6 Consultant covenants that no member, officer or employee of Consultant shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 10.3.7 Consultant shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

## **11. Miscellaneous**

### **11.1 Travel Expenses**

To the extent compensation for travel expenses is allowed under the Agreement, Consultant shall be compensated for Consultant's reasonable travel expenses incurred in the performance of the Agreement, to include travel and per diem, unless otherwise expressed. Consultant's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the LA-RICS Authority.

### **11.2 Obligations Binding on Subcontractors**

Consultant shall require all Subcontractors to comply with the applicable obligations of this Exhibit 5, by incorporating the terms of this Exhibit 5 into all subcontracts.

### 11.3 Inventions, Patents and Copyrights

#### 11.3.1 Reporting Procedure for Inventions

If any project of Consultant funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Consultant shall report the fact and disclose the Invention promptly and fully to the LA-RICS Authority. The LA-RICS Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the LA-RICS Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Consultant hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the LA-RICS Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

#### 11.3.2 Rights to Use Inventions

The LA-RICS Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

#### 11.3.3 Copyright Policy

11.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the LA-RICS Authority or Grantors, at Grantors and LA-RICS Authority's discretion, may copyright the Material. If the Grantors and LA-RICS Authority decline to copyright the Material, the Grantors and LA-RICS Authority shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

11.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes:

(a) any Material developed under this Agreement and (b) any rights of copyright to which Consultant purchases ownership with Grant Funds.

11.3.3.3 Consultant shall comply with 24 CFR 85.34.

#### 11.3.4 Rights to Data

The Grantors and the LA-RICS Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

#### 11.3.5 Obligations Binding on Subcontractors

Consultant shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

## **12. FCC Requirements**

### 12.1 FCC Compliance

12.1.1 Consultant shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Consultant shall also comply with the Communications Act of 1934.

12.1.2 In addition, Consultant shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.

12.1.3 Consultant shall immediately notify the LA-RICS Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

### **13. Instructions for Certification**

#### 13.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

#### 13.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### 13.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

#### 13.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

#### 13.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

#### 13.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered

Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

13.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

13.9 Available Remedies

Except for transactions authorized under Section 13.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14. Additional Grant Requirements

14.1 Equal Employment Opportunity. Contractor shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14.2 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Given that this is a prime construction contract in excess of \$2,000 awarded by a non-Federal entity, Contractor will comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In

accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. Contractors can access the current prevailing wage determination issued by the Department of Labor by clicking on the links under subparagraphs 14.2.1 to 14.2.3 of this Exhibit 5 (Grant Funding Requirements), which may be updated from time to time. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 14.2.1 For federally-funded projects, Contractor can access the following website for the Davis-Bacon wage determination:
  - [SAM.gov | Search](#)
  
- 14.2.2 Information regarding Davis-Bacon and Related Acts:
  - [Davis-Bacon and Related Acts | U.S. Department of Labor \(dol.gov\)](#)
  
- 14.2.3 U.S. Department of Labor Prevailing Wage Resource Book, Davis-Bacon Wage Determinations section:
  - [DAVIS-BACON ACT, AS AMENDED, AUGUST 30, 1935 \(dol.gov\)](#)
  
- 14.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of



supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 14.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 14.5 Procurement of Recovered Materials. Contractor must comply with 2 CFR § 200.323 (Procurement of Recovered Materials) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 14.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Contractor must comply with 2 CFR § 200.216 and not use any grant funds provided under this Agreement to procure, obtain, extend, renew or enter in a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as part of any system, where such covered telecommunications equipment is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 14.7 Domestic Preferences for Procurements – Contractor shall comply with 2 CFR § 200.322, which requires, as appropriate and to the extent consistent with law, that Contractor provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **Exhibit A.1 – Certification Regarding Lobbying**

### **Certification for Contracts, Grants, Loans Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit A.2 – Certification Regarding Drug Free Workplace Requirements

Consultant certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Consultant's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
- g. Abide by the terms of the statement, and
- h. Notify Consultant of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the LA-RICS Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Form OCC/LW-1 (Rev. 6/04)

**Exhibit A.3 – Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Lower Tier Covered  
Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **Exhibit A.4 – Management Representation**

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the LA-RICS Authority may rely in preparing the Agreement, I, an authorized representative of Consultant, make the following representations:

I am responsible for the fair presentation of Consultant's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the LA-RICS Authority. I will make available to the LA-RICS Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True  False

Consultant has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True  False

I have advised and will continue to advise the LA-RICS Authority of any actions taken at meetings of Consultant's Board of Directors and Committees of the Board of Directors which may have a material impact on Consultant's ability to perform the Agreement.

True  False

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True  False

Guarantees, whether written or oral, under which Consultant is contingently liable.

True  False

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Consultant as an on-going concern.

True  False

I have no knowledge that a board member/s is/are also an employee of this Consultant whose salary costs are reimbursed under this agreement.

True  False

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Consultant involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True  False

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Consultant's conduct of its financial affairs or in its financial records.

True  False

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Consultant.

True  False

Consultant has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True  False

Consultant has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True  False

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True  False

I have responded fully to all the LA-RICS Authority's inquiries related to Consultant's financial records and/or reports.

True  False

I understand that the LA-RICS Authority's auditing and monitoring procedures of Consultant are limited to those which the LA-RICS Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True  False



I understand that the LA-RICS Authority's audit and monitoring reports are intended solely for use by Consultant and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True  False

If one or more of the above statements is found to be false, I understand that the LA-RICS Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the LA-RICS Authority any material factual change to any of these statements.

True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Consultant): \_\_\_\_\_  
\_\_\_\_\_

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.



## 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, 2024

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

Dear Directors:

### **APPROVE AN INTERCONNECTION MEMORANDUM OF UNDERSTANDING (MOU) FOR USE WITH VARIOUS AGENCIES**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to enter into and execute Memoranda of Understanding (MOUs), similar in form to the enclosed, for the oversight, use, control, coordination and management of interconnections to link various agencies' communication systems to the LA-RICS Land Mobile Radio (LMR) System for the purpose of interoperability within the region.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve the MOU, similar in form to the enclosed (Enclosure), for use between the Authority and various agencies, to allow for, among other things, the oversight, use, control, coordination and management of regional talkgroups using various interconnections, such as but not limited to, Inter-RF Subsystem Interface (ISSI) connections, to link to the LMR System to achieve regional interoperability.
2. Delegate authority to the Executive Director to execute Interconnection MOUs with various agencies to achieve regional interoperability.
3. Delegate authority to the Executive Director to approve and execute amendments to the Interconnections MOU, provided such amendments are approved as to form by Counsel to the Authority.

**AGENDA ITEM K**

## **BACKGROUND**

In 2016, the Los Angeles and Long Beach Urban Areas Security Initiative (UASI) voted to fund interoperable communications via a system-of-systems model, whereby LA-RICS would serve as the hub and other systems/networks in the region would connect to LA-RICS to achieve regional interoperability via various interconnections.

On May 4, 2023, your Board approved an MOU between the Authority and ICI System for the oversight, use, control, coordination and management of the ISSI connection between ICI System's communication system and the LMR System. The MOU included, but was not limited to, the management of each agencies respective portions of the ISSI including the sixteen (16) regional ISSI talk groups to be used by both LA-RICS' and ICI Systems' member agencies, users and subscribers. The MOU also and among other things, assisted with the avoidance of conflicts and prevented interference to and interruption of talk group usage.

This Interconnection MOU before your Board for consideration is similar in form to the MOU that your Board approved at is May 4, 2023 meeting. The Authority intends to link to other agencies via various interconnections, such as but not limited to ISSI connections, to achieve interoperability within the region. Some agencies include, but are not limited to, the following:

- City of Long Beach
- Los Angeles Police Department (LAPD)
- Los Angeles World Airport (LAWA)
- Port of Los Angeles (PoLA)

Should your Board approve this Interconnection MOU, it will allow the Authority to engage with and connect various agencies' communication systems to the LMR System.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to enter into and execute Interconnection MOUs with various agencies to connect their communication systems to the LMR System and allow for the oversight, use, control, coordination and management of the interconnection and corresponding talkgroups, which will achieve interoperability across the region.

## **FISCAL IMPACT/FINANCING**

The actions contemplated in the recommended actions have no fiscal impact at this time as the equipment and services required to complete the interconnections is already included in your Adopted Budget, as funded by the UASI 24 grant.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", written in a cursive style.

SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING  
FOR COORDINATION OF ISSI  
CONNECTION**

**THIS MEMORANDUM OF UNDERSTANDING** (the "**MOU**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between "AGENCY NAME" and the **LOS ANGELES INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Powers Authority, hereinafter referred to as "**LA-RICS.**"

**RECITALS**

**WHEREAS**, LA-RICS and AGENCY have jointly completed an Inter Subsystem Interface (ISSI) link between their respective networks.

**WHEREAS**, LA-RICS and AGENCY wish to enter into a Memorandum of Understanding (MOU) for the oversight, use, control, coordination and management of the ISSI, including for the ISSI talk groups identified in Exhibit A (ISSI Talk Group Names and Frequencies Matrix) attached to this MOU.

**WHEREAS**, LA-RICS and AGENCY wish to oversee, control, coordinate and manage the use of their respective portions of the ISSI that each is responsible for, including the Regional Talk Groups to be used by member agencies, users and subscribers on each of their Land Mobile Radio (LMR) systems, so as to avoid conflicts and prevent interference to and interruption of talk group usage.

**WHEREAS**, LA-RICS and the AGENCY will require its member agencies, subscribers, and users to comply with the policies and procedures that will be prepared by the LA-RICS and AGENCY for use of the regional ISSI talk groups.

**WHEREAS**, the Parties acknowledge that this Agreement is not a joint powers agreement subject to the provisions of California Government Code Sections 6500 et. seq. and the Parties intend that nothing in this Agreement shall be so construed. The Parties have no intent to create hereby a separate legal entity or public agency and no such entity is hereby created.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

**1. PURPOSE**

The purpose of this MOU is to allow LA-RICS and the AGENCY to oversee, manage, access and coordinate the operational ISSI, including the regional ISSI talk groups for all LA-RICS and AGENCY member agencies, subscribers,



and users in good standing. LA-RICS and the AGENCY, individually and as applicable to each of its member agencies, subscribers or users, will determine who is in good standing.

**2. ADMINISTRATION OF ISSI INCLUDING REGIONAL ISSI TALK GROUPS FOR LA-RICS AND AGENCY, INCLUDING ITS SUBSCRIBERS AND USERS**

In accordance with the terms and conditions of this MOU, LA-RICS and the AGENCY accept administration, management, and coordination of use of the regional ISSI talk groups set forth in Exhibit A (ISSI Talk Group Names and Frequencies Matrix). LA-RICS will administer the regional ISSI talk groups on its LMR system and demarcated connection to the ISSI, and the AGENCY will administer and mirror the same regional ISSI talk groups on its LMR system and demarcated connection to the ISSI. LA-RICS and the AGENCY shall coordinate with each other, and their respective member agencies, as applicable, subscribers and users of their LMR systems, so as to maximize operations and to prevent interference to and interruption of the regional ISSI talk groups.

**3. LA-RICS AND AGENCY RESPONSIBILITIES**

In fulfilling the requirements of this MOU, LA-RICS and the AGENCY must:

- 3.1 Each make their best effort to maintain their respective portions of the ISSI connection so that the Regional Talk Groups will be available twenty-four (24) hours a day, seven (7) days a week to members, agencies, subscribers and users in good standing. Each party is responsible for maintaining their respective connection to the ISSI, as identified in Exhibit B (Network Diagram). Costs for shared portions of the ISSI connection will be jointly approved and split equally between the parties.
- 3.2 Each report any misuse of ISSI Talk Groups by anyone to the other party.
- 3.3 Each use the ISSI Talk Groups for official joint public safety operations and field emergencies only. General day-to-day operations on each LMR system shall not routinely roam onto or operate upon the others' LMR system/network.
- 3.4 Each appoint their own respective representatives, the Talk Group Administrators identified in Section 6 (Talk Group Administrators), to meet and resolve problems, plan for upgrades, perform maintenance and provide reports. Coordination of any requests for additional talk groups shall be accomplished via this process.
- 3.5 Each test the ISSI connection by member agencies, subscribers, users and system administrators only following notification to both parties. Notification to be by contacting the Talk Group Administrators listed in Section 6 (Talk Group Administrators).

- 3.6 Each only assign ISSI talk groups to member agencies, subscribers and users who are in good standing by complying with the requirements and obligations of use of their respective LMR systems (as determined by LA-RICS or the AGENCY for each of their member agencies, if applicable, subscribers, and users).
- 3.7 Each notify the appropriate reciprocating ISSI Talk Group Administrator in the case of ISSI system problems or outages, planned or otherwise.

**4. TERM OF MOU**

- 4.1 This MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party.
- 4.2 Notwithstanding the foregoing, either party shall have the option of terminating this MOU in whole or in part at any time for any reason upon giving the cancelled party notice in writing at least one hundred and eighty (180) calendar days in advance of the effective date of such termination. Following the effective date of termination of this MOU, LA-RICS and/or AGENCY shall relinquish control and coordination of the ISSI Talk Groups set forth in Exhibit A (ISSI Talk Group Names and Frequencies Matrix), in accordance with Section 5 (Relinquishment of Management and Coordination of ISSI Talk Groups).

**5. RELINQUISHMENT OF MANAGEMENT AND COORDINATION OF ISSI TALK GROUPS**

If at any time following the execution of this MOU, LA-RICS or the AGENCY requires the return of some or all of the ISSI Talk Groups as Exhibit A (ISSI Talk Group Names and Frequencies Matrix) for its management and coordination as part of LA-RICS' or AGENCY's operations, the concerned party may remove their talk group(s) and/or connection to the ISSI, thus relinquishing their portion of management and control of the concerned talk groups and/or ISSI connection group(s), with one hundred eighty (180) days' notice.

**6. TALK GROUP ADMINISTRATORS**

- 6.1 LA-RICS ISSI Talk Group Administrator:

Ted Pao  
Los Angeles Regional Interoperable Communications System  
LA-RICS Project Team  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
(323) 881-8028  
[tpao@lasd.org](mailto:tpao@lasd.org)

6.2 AGENCY ISSI Talk Group Administrator:

NAME  
AGENCY  
ADDRESS  
PHONE NO.  
EMAIL ADDRESS

**7. NOTICES**

7.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 7.2 and addressed as follows:

Notices to LA-RICS shall be addressed as follows, unless otherwise stipulated in the MOU exhibits:

LA-RICS Joint Powers Authority  
Attn: Ronald Watson  
525 Corporate Place, Suite  
100 Monterey Park, CA 91754  
[ronald.watson@la-rics.org](mailto:ronald.watson@la-rics.org)

Notices to the AGENCY shall be addressed as follows:

NAME  
AGENCY  
ADDRESS  
PHONE NO.  
EMAIL ADDRESS

7.2 Notice will be sufficiently given for all purposes as follows:

- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
- b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account,

notice is effective on delivery, if delivery is confirmed by the delivery service.

- e. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice thereof to the other party.

## **8. INDEMNITY**

8.1 LA-RICS shall indemnify, defend, and hold harmless AGENCY, its elected and appointed member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LA-RICS acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of AGENCY.

8.2 AGENCY shall indemnify, defend, and hold harmless LA-RICS, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with AGENCY's acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of LA-RICS.

## **9. INDEPENDENT STATUS**

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

## **10. ASSIGNMENT**

This MOU is personal to LA-RICS and AGENCY, and, in the event LA-RICS and or AGENCY shall attempt to assign or transfer the same in whole or in part without

the express written consent of all parties, such assignment or transfer shall be null and void.

**11. WAIVER**

11.1 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and MOUs 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 MOU 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 MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either party from enforcing the full provisions thereof.

11.2 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 MOU shall be cumulative.

**12. INTERPRETATION**

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

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

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**14. SEVERABILITY**

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**15. AMENDMENTS**

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of LA-RICS and AGENCY.

**16. ENTIRE MOU**

This MOU, Exhibit A, Exhibit B, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by AGENCY and LA-RICS.

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR  
COORDINATION OF ISSI CONNECTION**

**IN WITNESS WHEREOF**, LA-RICS and the AGENCY, by Order of their authorizing bodies, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written below.

**AGENCY NAME**

\_\_\_\_\_  
Title, Name

\_\_\_\_\_  
Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

\_\_\_\_\_  
Executive Director, Scott Edson

\_\_\_\_\_  
Date

**ISSI TALK GROUP NAMES AND FREQUENCIES MATRIX**



**NETWORK DIAGRAM**



## 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, 2024

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

Dear Directors:

### **APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT (ISD) FOR FACILITIES MAINTENANCE AND ANCILLARY SERVICES**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to enter into a Memoranda of Understanding (MOU) with the County of Los Angeles Internal Services Department (ISD) for facilities maintenance, and ancillary services for the LMR System (hereinafter referred to as "Facilities Maintenance and Ancillary Services"), which are necessary for the continued operation and maintenance of the LMR System beyond the Warranty Period. The term of the MOU will be for a period of six (6) years and will coincide with the Phase 5 (LMR System Maintenance) and System Upgrade Agreement (SUA) commencement date of November 17, 2024, with an annual not-to-exceed amount of \$7,202,000.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) 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

**AGENDA ITEM L**

environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
- c. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
- d. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services cover ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.

- e. Find that approval of the six (6) years of Facilities Maintenance and Ancillary Services' scope with respect to the as-needed tree trimming to avoid obstruction to microwave path, which would be performed in compliance with existing federal, state and local regulations, codes and ordinances, and the as-needed minor repair of existing access roads to the LMR System sites in Enclosure 1 are categorically exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301.
2. Approve an MOU between ISD and the Authority, similar in form to the enclosed **(Enclosure 2)**, to allow ISD to provide Facilities Maintenance and Ancillary Services that are necessary for the continued operation and maintenance of the LMR System beyond the Warranty Period ending November 16, 2024. The term of the MOU will be for a period of six (6) years commencing on November 17, 2024 and concluding on November 16, 2030, unless sooner terminated or extended, in whole or in part.
3. Approve a total annual not-to-exceed amount of \$7,202,000, made up of \$4,920,000 for base scope of work and \$2,282,000 for potential as-needed work, for a total aggregate not-to-exceed amount of \$43,212,000 for the six (6) year term.
4. Delegate authority to the Executive Director to negotiate, finalize, and execute the MOU in substantially similar form to the enclosed MOU **(Enclosure 2)**.
5. Delegate authority to the Executive Director to approve and execute amendments to the MOU, provided any such amendments are approved as to form by Counsel to the Authority.

## **BACKGROUND**

As the Board is aware, the LMR System is currently under the Warranty Period with the LMR System contractor Motorola Solutions, Inc. (MSI), which is slated to conclude on November 16, 2024. As reflected in the Adopted Revised Funding Plan, as well as the LA-RICS Adopted Budget, the work required to maintain the LMR System in its entirety is divided into three (3) Agreements: Phase 5 (LMR System Maintenance), LMR System SUA, and, if approved by your Board, Facilities Maintenance and Ancillary Services, which will be provided by ISD.

Phase 5 (LMR System Maintenance) to be provided by Motorola Solutions, Inc. (MSI) includes a portion of the LMR System's maintenance and support services which includes, but is not limited to, ongoing maintenance including preventative and corrective maintenance, support and transition services for certain LMR System Subsystems. In particular, the Subsystems covered under that Agreement with Motorola are: DTVRS, ACVRS, LARTCS, NMDN, Console Maintenance, Logging Recorder Maintenance, Site

Interconnection/Backhaul Subsystem Maintenance, and Inventory/Maintenance Tracking Subsystem Maintenance. The term for Phase 5 (LMR System Maintenance) is fifteen (15) one-year option terms which are unilaterally exercised on an annual basis with the first one-year term set to commence on November 17, 2024.

The LMR System SUA to be provided by MSI, contains certain scope and costs for system upgrades not contemplated in Phase 5 (LMR System Maintenance) which includes, but is not limited to, equipment upgrades, software updates, installation, and testing. The term for the LMR System SUA is six (6) years and commencing on November 17, 2024 through November 16, 2030.

Given certain maintenance services required to maintain a fully operational LMR system were not covered under separately negotiated agreement scopes (i.e. Phase 5 (LMR System Maintenance) and LMR System SUA), on June 6, 2024, your Board delegated authority to the Executive Director to enter into negotiations for a sole source agreement with ISD for facility maintenance, and ancillary services necessary for the continued operation of the LMR System beyond the Warranty Period.

The ISD Maintenance Services MOU would allow for critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System beyond the Warranty Period. Such services include, but are not limited to, overall facilities maintenance, Network Operations Center (NOC) alarm monitoring; certain telecommunications work/services, such as engineering support, permitting, regulatory compliance, engineering site inspections and assessments, engineering documentation updates, etc.; emergency site restoration services; generator refueling; generator preventative maintenance; generator deployment; pest control; weed abatement; tree trimming; electrical work; fire suppression inspections; heating, ventilation, and air conditioning (HVAC) services; fence repair; rust removal; certain road maintenance services; shelter repairs/weather proofing; building craft support services, etc.

At present, these services are provided by Jacobs Project Management, MSI and its subcontractors, various County of Los Angeles departments, etc. As reported to your Board over the Warranty Period, coordination, refusal to perform timely work and quality control has been an issue, with ISD providing services during emergent situations where our primary vendors could not deliver. Given the extensive experience and familiarity held by ISD, its support staff, and contractors with the LMR System and its corresponding sites, their experience managing countywide telecommunications system, as well as cost-competitive pricing, the proposed ISD Maintenance Services MOU would consolidate the required facilities maintenance, and ancillary services under one (1) agreement in an effective and efficient manner. The rates utilized to price the Scope of Work captured in the MOU are based on the County of Los Angeles' approved billing rates, which can be found here: [LINK](#). The rates range from approximately \$14,000 for a Line Crew Worker to \$25,000 for an Information Technology Specialist.

It is for these reasons the Authority is seeking your Board's approval to execute Facilities Maintenance and Ancillary Services MOU with ISD for the facilities maintenance, and ancillary services necessary for the continued operation of the LMR System.

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

The purpose of the recommended action is to approve the Facilities Maintenance and Ancillary Services MOU with ISD to perform these critical services necessary for the continued operation of the LMR System in the not-to-exceed amount of \$4,920,000 for base scope of work per year and \$2,282,000 for as-needed work per year, with a total aggregate not-to-exceed amount of \$43,212,000 for the six (6) year term.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the LMR project at the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in the Facilities Maintenance and Ancillary Services were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Additionally, as the CEQA lead agency, the Authority previously determined on November 13, 2014, February 5, 2015, on December 17, 2015 and December 12, 2016, respectively in connection with twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these sites are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval of the currently recommended actions for the Facilities Maintenance and Ancillary Services related to the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are 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 approval of the currently recommended action to enter into a six (6) year term for ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System for these twenty-six (26) sites identified in the enclosed CEQA Site List **(Enclosure 1)**.

Also, as the CEQA lead agency, the Authority previously determined on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the four (4) sites identified in the enclosed CEQA Site List **(Enclosure 1)** and contemplated in the Facilities Maintenance and Ancillary Services are exempt from review under CEQA pursuant to 14 Cal. Regs (“CEQA Guidelines”) Sections 15301, 15302, 15303 and/or 15304, for the reasons as noted in the record of the project for each respective site, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303) and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action to enter into a six (6) year term for ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System the four (4) sites identified in the enclosed CEQA Site List **(Enclosure 1)** are 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 is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval of the recommended action to enter into a six (6) year term for ongoing maintenance inclusive of critical facilities maintenance, and ancillary services necessary for the continued operation and maintenance of the LMR System for the four (4) sites identified in the enclosed CEQA Site List **(Enclosure 1)**.

The environmental impacts of the LMR System at one (1) INDWT site were evaluated in the MND for the INDWT project prepared by the LA-RICS Authority. On July 31, 2018, your Board adopted the MND for the INDWT project in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) for the INDWT project as a condition of approval for the project. There have been no changes to the activities proposed at site INDWT, or

to the circumstances under which they will be undertaken, that would result in any new significant or more severe environmental impacts. The previously adopted MMP will continue to apply. Therefore, no further CEQA documentation is required in connection with the recommended action recommended action to enter into a six (6) year term for Facilities Maintenance and Ancillary Services for the continued operation and maintenance of the LMR System at the INDWT site.

With respect to the as-needed tree trimming to avoid obstruction to microwave path, which would be performed in compliance with existing federal, state and local regulations, codes and ordinances, and the as-needed minor repair of existing access roads to the LMR sites in CEQA Site List (Enclosure 1) contemplated in the six (6)-year Facilities Maintenance and Ancillary Services, these activities are categorically exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301 as activities which consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use. Further, there are no cumulative impacts of successive projects of the same type in the same place, over time that would be significant; there is no reasonable possibility that these activities will have a significant effect on the environment due to unusual circumstances; these activities would not result in damage to scenic resources within a highway officially designated as a state scenic highway; these activities would not take place at any site included on any list compiled pursuant to Section 65962.5 of the Government Code; and these activities would not cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended actions for MOU with ISD for the aforementioned Services, the Authority will file a Notice of Determination (NOD) for the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines; will file a NOD for one (1) site INDWT with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15075 of the State CEQA Guidelines; and lastly will file a Notice of Exemption (NOE) for the thirty (30) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and for the as-needed tree trimming and minor repair of existing roads to the LMR System sites with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

### **FISCAL IMPACT/FINANCING**

The not-to-exceed amount of \$7,202,000 is made up of \$4,920,000 for base scope of work per year and \$2,282,000 for as-needed work per year, which will be funded by State



Budget Act funds of 2022 and Subscriber Agreement Revenue and other financing options in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget. The total aggregate not-to-exceed amount of \$43,212,000 will be addressed in each fiscal years' budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING FOR  
FACILITY MAINTENANCE AND ANCILLARY SERVICES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
SITE LIST**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
<b>ENVIRONMENTAL IMPACT REPORT (EIR)</b>				
1	AGH	Agoura Hills	EIR - NOD	03/29/16
2	BJM	Black Jack Peak	EIR - NOD	03/29/16
3	BUR1	Burnt Peak	EIR - NOD	03/29/16
4	CPK	Castro Peak	EIR - NOD	03/29/16
5	DPK	Dakin Peak	EIR - NOD	03/29/16
6	FRP	Frost Peak	EIR - NOD	03/29/16
7	GMT	Grass Mountain	EIR - NOD	03/29/16
8	GRM	Green Mountain	EIR - NOD	03/29/16
9	JPK2	Johnstone Peak	EIR - NOD	03/29/16
10	LACF072	Los Angeles County Fire Station 72	EIR - NOD	03/29/16
11	LARICSHQ	LARICS Headquarters	EIR - NOD	03/29/16
12	LPC	Loop Canyon	EIR - NOD	03/29/16
13	MMC	Mount McDill	EIR - NOD	03/29/16
14	MML	Magic Mountain Link	EIR - NOD	03/29/16
15	MTL2	Mount Lukens 2	EIR - NOD	03/29/16
16	OAT	Oat Mountain	EIR - NOD	03/29/16
17	PHN	Puente Hills	EIR - NOD	03/29/16
18	PMT	Pine Mountain	EIR - NOD	03/29/16
19	RIH	Rio Hondo	EIR - NOD	03/29/16
20	SDW	San Dimas	EIR - NOD	03/29/16
21	SGH	Signal Hill	EIR - NOD	03/29/16
22	TOP	Topanga Peak	EIR - NOD	03/29/16
23	TPK	Tejon Peak	EIR - NOD	03/29/16
24	TWR	Tower Peak	EIR - NOD	03/29/16
25	VPK	Verdugo Peak (County)	EIR - NOD	03/29/16
26	WMP	Whitaker Middle Peak	EIR - NOD	03/29/16
27	WTR	Whitaker Ridge	EIR - NOD	03/29/16
<b>STATUTORILY EXEMPT (STATEX)</b>				
1	APC	Airport Courthouse	STATEX - NOE	02/05/15
2	BHS	Baldwin Hills County	STATEX - NOE	12/12/16
3	BKK	BKK Landfill	STATEX - NOE	12/12/16
4	BMT	Bald Mountain	STATEX - NOE	11/13/14
5	CCB	Compton Court Building	STATEX - NOE	11/13/14
6	CCT	Criminal Court Building	STATEX - NOE	12/17/15
7	CLM	Claremont	STATEX - NOE	11/13/14
8	CRN	Cerro Negro	STATEX - NOE	12/17/15
9	DPW38	Los Angeles County DPW Water Tank	STATEX - NOE	12/12/16
10	FCCF	Los Angeles County Fire Command	STATEX - NOE	11/13/14

**MEMORANDUM OF UNDERSTANDING FOR  
FACILITY MAINTENANCE AND ANCILLARY SERVICES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
SITE LIST**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
11	HPK	Hauser Peak	STATEX - NOE	11/13/14
12	LACFDEL	Los Angeles County Fire Del Valle	STATEX - NOE	11/13/14
13	LAN	Lancaster	STATEX - NOE	12/12/16
14	LASDTEM	Los Angeles County Sheriff Temple Station	STATEX - NOE	12/17/15
15	LDWP243	Aqueduct Cascades	STATEX - NOE	11/13/14
16	MDI	Mount Disappointment	STATEX - NOE	02/05/15
17	MIR	Mirador	STATEX - NOE	12/17/15
18	MLM	Mira Loma Facility	STATEX - NOE	11/13/14
19	MVS	Monte Vista	STATEX - NOE	11/13/14
20	ONK	Oat Mountain Nike	STATEX - NOE	11/13/14
21	PLM	Palmdale	STATEX - NOE	12/17/15
22	POM	Pomona Courthouse	STATEX - NOE	12/12/16
23	PRG	Portal Ridge	STATEX - NOE	02/05/15
24	RHT	Rolling Hills Transmit	STATEX - NOE	11/13/14
25	SPH	San Pedro Hill County	STATEX - NOE	12/12/16
26	UCLA	UCLA (Factor Building)	STATEX - NOE	12/12/16
<b>CATEGORICALLY EXEMPT (CATEX)</b>				
1	ESR	East Sunset Ridge	CATEX - NOE	07/11/19
2	RPVT	Rancho Palos Verdes Tee	CATEX - NOE	07/11/19
3	UNIV	Universal Studios (Inclusive of UNIV 10UCP and CityWalk)	CATEX - NOE	12/12/16
4	MCI/SPN	MCI	CATEX - NOE	08/05/21
<b>MITIGATED NEGATIVE DECLARATION (MND)</b>				
1	INDWT	Industry Water Tank	MND - NOD	7/31//2018
<b>58</b>	<b>TOTAL SITE COUNT</b>			



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BY AND BETWEEN**

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

**AND**

**COUNTY OF LOS ANGELES  
INTERNAL SERVICES DEPARTMENT**

**FOR**

**FACILITIES MAINTENANCE  
AND ANCILLARY SERVICES**

**AGREEMENT NO.: LA-RICS 024**

**AGENDA ITEM L - ENCLOSURE 2**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
RECITALS .....	1
1. PURPOSE .....	2
2. TERM.....	2
3. SERVICES PROVIDED BY THE COUNTY .....	3
4. RECORDS .....	3
5. COMPENSATION FOR SERVICES .....	3
6. PAYMENT.....	4
7. CHANGES, EXTRA WORK, AMENDMENTS .....	4
8. RECORDS AND AUDITS .....	4
9. TERMINATION .....	5
10. DELEGATION, ASSIGNMENT AND SUBCONTRACTING .....	5
11. INDEMNIFICATION .....	6
12. INDEPENDENT CONTRACTOR .....	6
13. NOTICES AND AUTHORIZED REPRESENTATIVES.....	6
14. COMPLIANCE WITH LAW .....	7
15. DISPUTE RESOLUTION .....	7
16. CONFIDENTIAL INFORMATION .....	8
17. NEGOTIATED INSTRUMENT .....	8
18. APPROPRIATION/CONTINGENCY OF FUNDS .....	8
19. RESERVATION OF RIGHTS.....	8
20. SEVERABILITY .....	8
21. AUTHORIZED SIGNATURES.....	9
22. COUNTERPARTS .....	9
23. ENTIRE AGREEMENT .....	9
SIGNATURE PAGE.....	10

**EXHIBITS**

**EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: AGREEMENT BUDGET**

**EXHIBIT C: LMR SYSTEM SERVICE LEVEL AGREEMENT**  
(Incorporated by reference following mutual development and approval by both Parties)

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY  
AND  
COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered into on \_\_\_\_\_, by and between the Los Angeles Regional Interoperable Communications System ("LA-RICS") Authority ("Authority"), a Joint Powers Authority established under California Government Code Section 6500, et seq., and the County of Los Angeles ("County"), a political subdivision of the State of California, through its Department of Internal Services Department ("County" or "ISD"). The Authority and the County are each a "Party" and collectively the "Parties" to this MOU.

**RECITALS**

**WHEREAS**, the Authority built and deployed the LA-RICS Land Mobile Radio System (LMR System), which is a countywide trunked and conventional radio system designed to provide local, state, and federal public-safety first-responders the ability to seamlessly communicate intra-agency and inter-agency across the County of Los Angeles for the benefit of public safety and first responders.

**WHEREAS**, the LMR System operates in multiple frequency bands utilizing Project 25 digital and conventional analog technology to provide portable-on-the-hip outdoor radio coverage throughout the County of Los Angeles.

**WHEREAS**, the LMR System is managed and operated by the Authority, which requires certain equipment upgrades, software updates, installations, and testing that is achieved through LMR System Maintenance work covered as part of Phase 5 (LMR System Maintenance) and a system upgrade agreement scope pursuant to Agreement No. LA-RICS 007 between Motorola Solutions, Inc. (MSI) and the Authority.

**WHEREAS**, in addition to certain equipment upgrades, software updates, installations, and testing provided by MSI pursuant to Agreement No. LA-RICS 007 as part of the LMR System Maintenance work, the Authority requires among other things, additional overall facilities maintenance and ancillary services, which may include, Network Operations Center (NOC) alarm monitoring; certain telecommunications work/services, such as engineering support, permitting, regulatory compliance, engineering site inspections and assessments, engineering documentation updates, etc.; emergency site restoration services; generator refueling; generator preventative maintenance; generator deployment; pest control; weed abatement; tree trimming; electrical work; fire suppression inspections; heating, ventilation, and air conditioning (HVAC) services; fence

repair; rust removal; certain road maintenance services; shelter repairs/weather proofing; building craft support services, Job Order Contract (JOC) and craft services project management; and etc., (hereinafter referred to collectively, as "**Facilities Maintenance and Ancillary Services**" or "**Services**") as further described in Exhibit A (Scope of Work) to this MOU.

**WHEREAS**, the Authority desires to contract with the County for the performance of these Services.

**WHEREAS**, the County agrees to support the Authority's efforts, and by extension public safety and first responder efforts, by providing these Services.

**WHEREAS**, this MOU is authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Government Code Section 54981.

**WHEREAS**, the Authority (JPA) desires to engage the County to provide certain Services under this MOU.

**WHEREAS**, the County agrees to provide said Services to the Authority and the Authority agrees to pay the County for said Services.

**WHEREAS**, the Services which the County will provide to the Authority will be at a rate/cost that shall not exceed the costs of providing the same or similar services to other public agencies and in accordance with Exhibit B (Agreement Budget).

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein above and below, the Parties hereto agree to the foregoing and as follows:

**1. PURPOSE**

This MOU, including Exhibit A (Scope of Work), Exhibit B (Agreement Budget), and Exhibit C (LMR System Service Level Agreement), outlines the understanding between the Authority and the County related to the provision and cost of certain Services the County will provide to the Authority pursuant to, and as further described, in this MOU.

**2. TERM**

The "**Term**" of this MOU is as follows: This MOU is effective on the last date signed by all Parties reflected above (the "**Effective Date**") and shall remain in full force and effect for a period of six (6) years following the Effective Date until November 16, 2030, unless sooner terminated or extended, in whole or in part, as provided in this MOU. While the Term of this MOU starts on the Effective Date, the County will not provide Services under this MOU until November 17, 2024.

**3. SERVICES PROVIDED BY THE COUNTY**

The County shall perform the Services as set forth in Exhibit A (Scope of Work), which is divided by "**Base Scope of Work**" and "**As-Needed Work**," in a manner consistent with the provision of comparable services for other agencies.

The Authority and County will mutually develop and agree to service level agreement (SLA) specifications for the Services which will be reflected in Exhibit C (LMR System Service Level Agreement) and will correspond with the Services set forth in Exhibit A (Scope of Work). Exhibit C (LMR System Service Level Agreement) will be incorporated into this MOU herein by this reference, and may be amended from time to time during the Term of this MOU thereafter pursuant to an Amendment.

As-Needed Work as described in Exhibit A (Scope of Work) will require prior written approval from the Authority that it will pay for such Services, and approval from the County that it will perform such As-Needed Work in the timeframe requested by Authority. Such written approval from either party can be in the form of an official correspondence, email, or other electronic means.

As part of this MOU, the County may provide certain resources to assist with certain scope in connection with the Services being provided by the County. In these particular instances, the County and the Authority will collaboratively work together and mutually agree on the resource staffing assigned and designated to assist the Authority.

**4. RECORDS**

All records generated by or created as a result of this MOU shall become and remain the property of both the Authority and County.

**5. COMPENSATION FOR SERVICES**

The Services provided shall not exceed **\$7,202,000 (Seven Million, Two Hundred Two Thousand)** annually and **\$43,212,000 (Forty-Three Million, Two Hundred Twelve Thousand)** for the entire six (6) year Term of this MOU pursuant to Exhibit B (Agreement Budget), unless increased by an amendment to this MOU pursuant to Section 7 (Changes, Extra Work, Amendments). Where applicable, the County will provide the Authority with the estimated annual cost of providing the Services described in Exhibit A (Scope or Work). The County will provide this information to the Authority on or before March 31 of each year for the next fiscal year. The rates charged to the Authority for such Services provided shall be the same rates as approved by the Los Angeles County Board of Supervisors for the positions in ISD listed at \_\_\_\_\_.

The Authority agrees to compensate the County for such costs/rates set forth in Exhibit A (Scope of Work) and Exhibit B (Agreement Budget) in consideration for the Services provided by the County.



In the event the County makes adjustments to its rates as approved by the Los Angeles County Board of Supervisors, such rate adjustments will be effective on July 1 for the subsequent fiscal year and the adjusted rates shall be the same as those charged to other public agencies for the same or similar Services. If the Authority does not approve of a rate adjustment, it may terminate the MOU by providing notice to the County within thirty (30) days of a rate adjustment taking effect that it wishes to terminate this MOU due to the rate adjustment. The County will have sixty (60) days from receipt of the Authority's termination notice to wind down Services for the Authority and bill the Authority for completed Services. The termination provision in this Section applies only to rate increases subsequent to the start of the Authority's fiscal year.

**6. PAYMENT**

The County will bill the Authority for Services provided by the County by issuing an invoice to the Authority each month. The Authority shall pay County within sixty (60) days after receipt of an invoice following the month of Services rendered, and the County will collect payment via Journal Voucher method as determined by the County's Auditor Controller.

County will not perform Services which will exceed the not-to-exceed amount set forth in Exhibit B (Agreement Budget), or which are not in the scope of Exhibit A (Scope of Work), or after the end of the Term of this MOU, without written amendment to this MOU pursuant to Section 7 (Changes, Extra Work, Amendments).

**7. CHANGES, EXTRA WORK, AMENDMENTS**

Except as otherwise provided in this MOU, changes to this MOU must only be made with the mutual written consent of both Parties. Such changes shall be incorporated into the MOU by an amendment to be signed by both Parties before becoming effective. Such an amendment may be executed by the Authority's Authorized Representative(s) and County's Authorized Representative(s), if the changes are merely ministerial, but will be subject to approval by the LA-RICS JPA Board of Directors and/or the County Board of Supervisors if material changes are involved.

**8. RECORDS AND AUDITS**

The County shall maintain accurate and complete financial records of its activities and operations relating to this MOU in accordance with generally accepted accounting principles. County shall also maintain accurate and complete employment and other records relating to its performance of this MOU. County agrees that the Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this MOU. All such material, including all

financial records, bank statements, cancelled checks, or other proof of payment, time cards, and employment records, and proprietary data and information, shall be kept and maintained by County and shall be made available to the Authority during the term of this MOU and for a period of five years from the date of final payment under this MOU unless the Authority's written permission is given to dispose of any such material prior to such time.

In the event that an audit is conducted of the County, specifically regarding the work called for under this MOU by any auditor or accountant employed by the County, then County shall file a copy of such audit report with the Authority.

**9. TERMINATION**

Except as provided herein or as may otherwise be provided by law, either Party may terminate this MOU or the provision of all or any of the Services under it by giving written notice to the other Party in the manner specified in this Section. Written notice shall be given at least ninety (90) days in advance of the termination date of Services. After receipt of a Notice of Termination, and except as otherwise agreed:

- A. The County shall no longer be obligated to perform the Services required of it under this MOU on the termination date specified in the Notice of Termination unless said Notice is rescinded by the Party issuing the Notice.
- B. Upon termination, the Authority agrees to pay the County in accordance with this MOU for all Services performed up to the termination date, as well as Services rendered during any transition to a new Service provider where such transition Services have been requested by the Authority.

**10. DELEGATION, ASSIGNMENT AND SUBCONTRACTING**

Neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party; however, obligations undertaken by the County pursuant to this MOU may be carried out by means of subcontracts that meet the requirements of this MOU as they relate to the Service or activity under subcontract subject to the written consent of the Authority which shall not be unreasonably withheld or delayed. For any Service that County seeks to use a subcontractor, the Parties will discuss the scope of such work, the procurement method used by County to select the subcontractor, the anticipated costs to be incurred by County, whether County has required subcontractor to defend and indemnify the Authority for any work performed by the subcontractor related to the Services, and any other items as needed and appropriate to determine whether the use of such subcontractor is appropriate.

No subcontract shall terminate or alter the responsibilities of either Party pursuant to this MOU. Neither Party may assign its/their rights hereunder, either in whole or in part, without prior written consent of the other Party.

**11. INDEMNIFICATION**

In contemplation of the provisions of Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an MOU as defined by section 895 of the Government Code, the Parties hereto, as between themselves, pursuant to the authorization contained in sections 895.4 and 895.6 of the Government Code, will each assume the full liability that would be imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such a liability would be imposed in the absence of section 895.2 of the Government Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense that may be imposed upon such other Party solely by virtue of section 895.2. The County and the Authority agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of section 2778 of the Civil Code are made part hereof as if fully set forth herein.

**12. INDEPENDENT CONTRACTOR**

The County shall perform this MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. The County and the officers, agents and employees of the County are not, and shall not be deemed Authority employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Authority employees, if any. The County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this MOU shall be performed. The Authority shall not deduct or withhold any amounts whatsoever from the reimbursement paid to the County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. The County alone shall be responsible for all such payments.

**13. NOTICES AND AUTHORIZED REPRESENTATIVES**

The following named individuals and their successors are each designated as the "Authorized Representatives" of his/her respective Party identified below. Where required to be given under this MOU, notice shall be in writing and deemed given (and received) when sent by email (with receipt confirmed by email), or alternatively when delivered personally or alternatively when deposited in the United States mail, postage prepaid, certified, addressed as follows:

- Authority Authorized Representatives:

LA-RICS Authority  
Scott Edson, Executive Director  
2525 Corporate Place, Suite 100

Monterey Park, CA 91754  
(323) 881-8281  
[Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

LA-RICS Authority  
Ronald Watson, Deputy Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8296  
[Ronald.Watson@la-rics.org](mailto:Ronald.Watson@la-rics.org)

▪ County Authorized Representatives:

Department  
Name, Title  
Address  
City, State, Zip Code  
Phone Number  
Email Address

Department  
Name, Title  
Address  
City, State, Zip Code  
Phone Number  
Email Address

**14. COMPLIANCE WITH LAW**

Notwithstanding anything to the contrary contained in this MOU, the Parties agree that no provision of this MOU shall require any Party to violate any applicable statute, rule of law or regulation.

**15. DISPUTE RESOLUTION**

Whenever the Authority and County disagree as to any matter governed by this MOU, the dispute resolution process set forth in this Section shall govern. Until the dispute is resolved or unless this MOU is terminated by its terms, the County shall continue to provide the Services and the Authority shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, the Authority and the County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Authority's Authorized Representatives and the County's Authorized Representatives for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request. If after the meeting between the Authority and

the County Authorized Representatives the dispute between the Parties is not resolved, the parties may each pursue whatever path they feel is appropriate.

**16. CONFIDENTIAL INFORMATION**

Each Party may share the other Party's confidential information on a "need to know" basis to its own employees and agents that are working on the LMR System, or its own employees and agents who are involved in the Services under this MOU. Information is confidential if it is appropriately disclosed as such when it is provided to the other Party. Such internal use of confidential information shall not be a disclosure for purposes of the California Public Records Act or other similar laws. Additionally, each Party may disclose the confidential information as permitted by law, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this MOU, provided that Party shall give reasonable advance written notification (at least five (5) business days) to the other Party that such disclosure is being made.

**17. NEGOTIATED INSTRUMENT**

This MOU was negotiated at arms-length between the Authority and the County, and neither Party "prepared" this MOU for purposes of Civil Code section 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

**18. APPROPRIATION/CONTINGENCY OF FUNDS**

All obligations of the County under this MOU are subject to and contingent upon applicable budgetary appropriations being approved by the County Board of Supervisors for each fiscal year during the Term of this MOU. All obligations of Authority under this MOU are subject to and contingent upon applicable budgetary appropriations being approved by the LA-RICS JPA Board of Directors for each fiscal year during the Term of this MOU.

**19. RESERVATION OF RIGHTS**

Each Party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this MOU releases or relieves either Party from any obligation otherwise imposed by contract and/or law.

**20. SEVERABILITY**

If any provision of this MOU, or the application thereof, is held to be invalid or unenforceable, then that invalidity or unenforceability shall not affect other provisions or applications of the MOU that can be given effect without the invalid

or unenforceable provision or application, and to this end the provisions of this MOU are severable.

**21. AUTHORIZED SIGNATURES**

Both Parties to this MOU represent that the signatories executing this document are fully authorized to enter into this MOU and bind the respective Parties.

**22. COUNTERPARTS**

This MOU may be executed in one or more counterparts, each of which when taken together shall constitute one and the same MOU. This MOU may be signed in original, facsimile, or other electronic signatures.

**23. ENTIRE AGREEMENT**

This MOU contains the entire and complete understanding of the Parties with respect to the provision of Facilities Maintenance and Ancillary Services as specified and defined in Exhibit A (Scope of Work), Exhibit B (Agreement Budget), and Exhibit C (LMR System Service Level Agreement), and any executed amendments, between the Parties hereto, and no additional or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Parties.

\* \* \*

**IN WITNESS WHEREOF**, the LA-RICS JPA Board of Directors has executed this MOU, or caused it to be duly executed by its Executive Director, on its behalf, and the County by order of its Board of Supervisors, has delegated to the ISD Department Head or their designee, the authority to execute this MOU on the County's behalf.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES  
INTERNAL SERVICES DEPARTMENT

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

By: \_\_\_\_\_  
Michael Owh  
Director

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

APPROVED AS TO FORM FOR THE  
COUNTY OF LOS ANGELES:

DAWYN R. HARRISON  
County Counsel

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Truc L. Moore  
Principal Deputy County Counsel

By: \_\_\_\_\_  
Counsel Name  
Title

**MEMORANDUM OF UNDERSTANDING  
WITH COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT (ISD)  
FOR  
FACILITIES MAINTENANCE AND ANCILLARY SERVICES  
SCOPE OF WORK**

ITEM	TITLE	DESCRIPTION
<b>BASE SCOPE OF SERVICES</b>		
1	Documentation & Database	LARICS site database (one time cost) - gather and consolidate site data including site asset specifications, maker/model, lease term, permit & compliance information and etc.
2	Lease / Coordination with Landowner	<ul style="list-style-type: none"> <li>• Support Liaison with land owner or jurisdiction while carrying out other duties in this matrix, LA-RICS and MSI as required to comply with lease/permit conditions for site activities (including work pre-authorization and personnel/vendor site access/access escorts).</li> <li>• Attend meetings as required</li> <li>• Provide technical assistance and site operation considerations with lease/land use, space and collocation request, and negotiation.</li> <li>• Generate studies, documentation, and technical submittals as required to address 3rd party requests. Support field activities including site visits with 3rd party and post-collocation punch list and sign-off.</li> </ul>
3	Site Database	<ul style="list-style-type: none"> <li>• Site drawings, site documentation, as-built documents for changes.</li> <li>• Coordination with LA-RICS Asset Management for update to asset management system on any grant-funded equipment relocation, replacement &amp; disposal.</li> <li>• Develop remediation action item and priority plan for site deficiencies based on site inspection reports.</li> </ul> <p>* Sheriff will conduct asset auditing, inventory update including LARICS grantor site equipment (e.g. antenna layout, shelter floor plan, tower &amp; rack space), inventory databases,</p>
4	Generator Fuel Tank - Fuel Refill	Fuel refill/delivery as needed to keep fuel levels within operationally suggested limits, vendor fuel truck site access coordination.
5	Fire Suppression System	Semi-annual inspection and certification of fire suppression system, including the inspection and re-certification of all system components.
6	Generator - AQMD Permit Renewal	AQMD operating and emission permits renewal - prepare documentation and submittal



ITEM	TITLE	DESCRIPTION
7	Hazmat Material	<ul style="list-style-type: none"> <li>• Fire Department CUPA-CERS (California Environmental Reporting System) site inspections of fuel and batteries over 55 gallons</li> <li>• Resolve permit issues with Fire Department Hazmat team and LARICS (CERS)</li> <li>• Annual Fire CUPA (Certified Unified Program Agencies) Hazmat Declaration Permit</li> </ul>
8	Fire Risk Reduction	<p>Semi-annual brush clearance services (pre- and post- start of fire season) - up to 100' away from the fence line when the area is accessible</p> <ul style="list-style-type: none"> <li>• including Jete netting (MDI, ERM, JPK)</li> </ul>
9	Generator	Comprehensive generator mechanic deployed maintenance(Oil change and others as needed) - monthly or 200 hr of runtime whichever comes first. MCI
10	Generator	<p>Load Test with Load bank - MCI</p> <ul style="list-style-type: none"> <li>• The load test process exercises the generator to keep it in full functioning condition.</li> <li>• A load bank test prevents wet stacking, which can happen when diesel-powered generators don't have regular use and soot builds in the system. A load bank test runs fuels through the generator, helping burn off the diesel inside the engine. By conducting load bank testing, costly downtime can be avoided caused by a faulty generator.</li> </ul>
11	Electrical - ATS	<p>ATS Inspection - MCI only</p> <ul style="list-style-type: none"> <li>• Checking/inspection of the ATS hardware for any issues, damage to contacts, any deformities and cracking which may happen during operation.</li> <li>• Dust/debris accumulation removal</li> <li>• Checking contacts for sign of corrosion</li> </ul> <p>*** 2nd ATS installation not included (it's stand alone project)</p>
12	Generator Fuel Tank	Annual diesel fuel filtration to remove water & algae/sludge to prevent damage to generator engine and for operation efficiency (MCI).
13	Generator Fuel Tank	Annual diesel fuel filtration to remove water & algae/sludge to prevent damage to generator engine and for operation efficiency.
14	Tower	Bird anti-perching related maintenance.
15	Health & Safety	Semi-annual Hantavirus/Pest Control services
16	Health & Safety	Semi-annual sanitation facility maintenance service
17	Health & Safety	<ul style="list-style-type: none"> <li>• Annual eye wash &amp; first aid kit replacement</li> <li>• Portable fire extinguisher replacement &amp; annual re-certified</li> <li>• MCI, CPK, City Walk</li> </ul>
18	HVAC System	<p>Preventive Maintenance (Periodic servicing, replacement of filters as needed &amp; others)</p> <ul style="list-style-type: none"> <li>•MCI and CPK</li> </ul>

ITEM	TITLE	DESCRIPTION
19	Generator Fuel Tank	Fuel tank rust removal and re-painting most likely after 3 years pending site inspection report
20	Site Inspection/Audit	Annual Site inspection, and records maintenance (deficiency analysis) <ul style="list-style-type: none"> <li>• Conduct site inspection per checklist including equipment room, tower, generator, electrical grounding, building and etc.</li> <li>• Grounding test to ensure that ground wires meet R56 standard and reading with no significant change</li> <li>• Fuel tank monitoring system and tank visual inspection</li> <li>• Site safety inspection</li> <li>• Hazmat and other telecom informative signage replacement (MCI only)</li> </ul>
21	IP camera Surveillance	IP camera maintenance - monthly camera operation verification (remotely)
22	Portable Air Conditioning Units for emergency deployment	One time cost - Purchase portable air conditioning units for emergency deployment (1.5ton) up to 600 sq ft of space. Does not factor heat dissipation of equipment
23	Software management	Asset Management
24	Electrical Utility Fee and Management	Utility fee cost and management. Include cost for utility fee payments
25	Logistical Support	Electrical Service Outage: coordinate with commercial power provider on outage status update. monitoring and restoration coordination.
26	Generator Rental	Generator rental, maintenance refueling for BUR1
27	Health & Safety	New installation/one time cost - sanitation facility delivery and installation and anchor
28	Site escorts	Labor for occasional site escorts needed for various vendor activity as needed. With minimum of 48 hours prior notice.
29	NOC	Accordingly to Radio System Division, 3FTE Technician to cover 8-5 business hours.
<b>AS-NEEDED WORK (SERVICE REQUEST BASED)</b>		
30	Training	Fuel tank hazmat training session for LARICS personal
31	Construction	BUR1 - Power trenching for SCE distribution
32	Software License	Smartsheet license (1 account)
33	Construction	Add NOX boxes
34	Electrical	Smart Meter upgrade at 4 JCC sites (use Leviton 6000 series) LARICS to provide site access coordination & obtain permit and design approval from JCC
35	Circuit	Add phone line connection at FCCF to connect to order wire phones at sites

ITEM	TITLE	DESCRIPTION
36	Site Improvement	Demolition of existing generator / tank and Installation of new generator, ATS, remote fill and tank at MCI
37	Generator	Generator repair/ service call - block heater/ heater hoses/ water pump/ belt antifreeze MCI
38	Logistical Support	Natural disaster, wildfire, erosion, power outage: (1) site damage preliminary assessment, (2) operation continuity and emergency restoration coordination (3) provide situation reports and status updates on recent actions taken to key stakeholders. Restoration and recovery cost of \$100,000 estimated by LARICS.
39	Emergency Deployment	Portable generator emergency deployment & pick up (for MCI and/or cases where MSI needs assistance)
40	Generator Fuel Tank	Portable fuel tank emergency deployment / pick up fuel tank (LARICS has 500 gallons 2 each)
41	HVAC System	Portable AC deployment / pick up
42	Public Record Request	Public Record request or public inquiry response - providing site technical related information (e.g. RF emissions safety studies). Up to 3 EME studies included
43	Hazmat Material	Provide coordination for resolution; Hazmat clean-up annual cost of \$20,000 estimated with LARICS feedback.
44	Tower	Tower light and controller maintenance and repair (FAA compliance). And Notify FAA of tower light outage.
45	Site Ground	Tree trimming and removal to reduce microwave path interference, or reducing the chances of potential building damage).
46	Fire Suppression System	Fire Suppression System periodic repairs or deficiency corrections, NFPA requires certain components to be replaced at specified intervals. MCI and CPK only
47	Generator Fuel Tank	Fuel tank defective parts/accessories replacement i.e. fuel sensors, probes, and others. MCI only
48	HVAC System	HVAC system repair (Air Conditioners, Strip Heater, Emergency Exhaust Fans, and Dampers). MCI and CPK only
49	TVSS	TVSS unit replacement / repair and any other misc electrical for MCI (i.e. failed electrical breakers)
50	Roads and Access	Access road maintenance for minor rock/snow removal and liaison with road owner.
51	Roads and Access	Coordinate and facilitate substantially large road repairs with 3rd party crews (DPW, USFS, Fire Dept, etc). Large damage repair cost of \$300,000 estimated in 2024 by LARICS. Note: this dollar amount is intended to act as a reserve of funds, for substantially large road repairs, and will act as an annual operating budget. It is understood that there is always a possibility for unforeseen, necessary, and excessively large repairs, and that any cost overruns will need to be considered as above and beyond the scope of this line item, and therefore, will be encumbered to LARICS.
52	Shelter	Roof minor repair/weatherproofing 6 Sites CPK, LACFDEL, LDWP243, MCI (SPN), MIR, MVS Need to check with site owners before conducting this work.

ITEM	TITLE	DESCRIPTION
53	Shelter	Building weatherproofing (minor repair) - for Pre-cast concrete/Masonry building; Caulking Eq. building 6 Sites CPK, LACFDEL, LDWP243, MCI (SPN), MIR, MVS Need to check with site owners before conducting this work.
54	Shelter	Lighting fixtures & faulty components / emergency lights replacement 6 Sites CPK, LACFDEL, LDWP243, MCI (SPN), MIR, MVS Need to check with site owners before conducting this work.
55	Shelter	Floor tile repair 6 Sites CPK, LACFDEL, LDWP243, MCI (SPN), MIR, MVS Need to check with site owners before conducting this work.
56	Site Security	Faulty locks and doorknobs repair 7 Sites CPK, LACFDEL, LDWP243, MCI (SPN), MIR, MVS, UNIV-CTYWLK Need to check with site owners before conducting this work.
57	Tower	Tower minor damage emergency repair due to ice or rust. Annual cost of \$100,000 estimated with LARICS feedback. Cost of repair covers up to 30,000
58	Ice Damage	Shelter, ice bridge, equipment, gen enclosure damage due to ice
59	Vandalism - Copper	Grounding repair due to copper theft
60	Vandalism - Fence	Remediation of Fence related damages due to vandalism.
61	Vandalism - Graffiti	Remediation of graffiti removal /repaint
62	Generator	<ul style="list-style-type: none"> <li>• File AQMD Petition for generator run time close to-200 hours in a calendar year including prepare documentation, provide coordination, filing Petition &amp; filing fees.</li> <li>• The cost of fines for over 200 hour runtime and</li> <li>• Legal team case review and representation time are not included.</li> <li>• Attend AQMD Petition Board Hearing (Counsel representative not included)</li> <li>• Submit emissions monthly report to AQMD as needed</li> </ul>
63	IP camera Surveillance	IP camera maintenance - provide troubleshoot and repair as needed. LA-RICS to provide spares cameras, ISD to purchase and replenish as needed.
64	Generator - AQMD inspection	AQMD on-site inspection for verification of the permit data and generator record/documentation
65	General site equipment	General conduit, fittings, appurtances, H-frames, etc. rust removal and protection.
66	Generator	One time cost - Procure three (3) portable load banks

ITEM	TITLE	DESCRIPTION
67	Generator	Comprehensive generator mechanic deployed maintenance(Oil change and others as needed) - annual offset to MSI's annual maintenance to cover bi-annual maintenance requirements and 200+hour
68	Generator	Generator Load Test with Load bank
69	Electrical - ATS	ATS Inspection

## AGREEMENT BUDGET

ITEM	DESCRIPTION	AMOUNT
1.	<b>Base Scope of Work</b> (Pursuant to Exhibit A [Scope of Work])	\$4,920,000
2.	<b>As-Needed Work*</b> (Pursuant to Exhibit A [Scope of Work])	\$2,282,000
<b>TOTAL ANNUAL NOT-TO-EXCEED AMOUNT**:</b>		<b>\$7,202,000</b>
<b>TOTAL SIX (6) YEAR TERM NOT-TO-EXCEED AMOUNT***:</b>		<b>\$43,212,000</b>

\*As-Needed Work requires prior written approval pursuant to Section 3 (Services Provided by the County).

\*\*So long as the Total Annual Not-to-Exceed Amount is not exceeded, funding between Base Scope of Work and As-Needed Work line items may be used interchangeably.

\*\*\*The cost for Base Scope of Work and As-Needed Work are made up of County approved rates available by clicking on [this link](#).