



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, January 15, 2020 • 9:00 a.m.
Los Angeles County Sheriff's Department
Scientific Services Bureau
Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: January 10, 2020

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

Members:

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

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Thomas Ewald, Deputy Fire Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Brian Solinsky, Captain, City of South Pasadena Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Brian Leyn, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

Scott Edson, Executive Director
Arlene Barerra, County of Los Angeles Auditor-Controller
Keith Knox, County of Los Angeles, Treasurer and Tax Collector
Priscilla Dalrymple, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A)

A. November 7 2019 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – Lieutenant Hiroshi Yokoyama and CISO Ted Pao

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F)

F. Outreach Update

Agenda Item F



VIII. ADMINISTRATIVE MATTERS (G-K)

G. ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY GRANT FUNDS

It is recommended that your Board:

1. Delegate Authority to the Executive Director to accept \$3,506,048 in grant funds from the BTOP Grant; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$3,506,048 to the BTOP grant-funded expenditures in Fiscal-Year 2019-20; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

Agenda Item G

H. APPROVE AMENDMENT NO. 42 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Approve Amendment No. 42 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Modification to the scope of the Acceptance Test Plan and certain Pre-Installation Testing for a cost decrease in the amount of \$6,757,926.
 - b. Extend a bridge warranty until December 31, 2020 for certain Early Deployment/Specified Equipment bridging the warranty gap for this equipment until the LMR System enters into the Warranty Period for a cost increase in the amount of \$312,897.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,635 when taking the cost increases and decreases into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 42, in substantially similar form, to the enclosed Amendment (Enclosure).



4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 42.

Agenda Item H

I. AMENDMENT NO. 28 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

1. Approve Amendment No. 28, substantially similar in form to the (Enclosure), which contemplates revising Appendix A-2 (Agreement Budget) to the Agreement to reflect an increase to the PSBN Round 2 budget to achieve the project acceleration and expansion by June 2020 and grant closeout by September 2020, resulting in an increase to the Maximum Contract Sum in the amount of \$2,766,729.
2. Approve an increase to the Maximum Contract Sum in the amount of \$2,766,729 from \$62,039,634 to \$64,806,363 when taking revisions contemplated in Amendment No. 28 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 28, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 28.

Agenda Item I

J. APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS

It is recommended that your Board:

1. Find the work and cost contemplated in this Recommended Action at the two (2) sites, SCE Nola (SCENOLA), SCE Palmdale (SCEPLM) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the



project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Delegate Authority to the Executive Director to increase the project budgets by \$51,832 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:
 - a. Increase the Southern California Edison Nola (SCENOLA) project budget by \$40,782.
 - b. Increase the Southern California Edison Palmdale (SCEPLM) project budget by \$11,050.

Agenda Item J

K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 SYSTEM SITES WITH THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE TRIAL COURTS OF CALIFORNIA; AND A COMMUNICATIONS TOWER EXCHANGE AGREEMENT WITH SANITATION DISTRICTS

It is recommended that your Board:

1. Find the approval and execution of Amendment No. 1 to the Land Mobile Radio (LMR) Site Access Agreement (SAA) with the Consolidated Fire Protection District of Los Angeles County for the Del Valle 2 (LACFDEL2) site to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301,15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project.
2. Find the approval and execution of the SAAs with the Trial Courts of California for Compton Courthouse 2 (CCB2) and Pomona Courthouse 2 (POM2) sites to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at these two sites are within



the scope of the activities your Board previously found categorically exempt from CEQA on December 5, 2019 pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.

3. Find the approval and execution of the Communications Tower Exchange Agreement for Rio Hondo (RIH) and Scholl Canyon (SHCYN) is within the scope of activities your Board previously found categorically exempt from CEQA review pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.
4. Authorize the Executive Director to finalize and execute the agreements identified herein, substantially similar in form to the agreements attached hereto.

Agenda Item K

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, February 6, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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

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

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

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

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

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

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, December 5, 2019 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Joe Ortiz, Chief of Police, City of South Pasadena Police Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.

Alternates For Board Members Present:

John Geiger, CEO, County of Los Angeles
Thomas Ewald, Special Services Deputy Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers Present:

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

Absent:

Chris Nunley, Chief of Police, City of Signal Hill Police Dept.



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

I. CALL TO ORDER

Alternate Chair, Mark Glatt, called the meeting of the Board to order at 9:02 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. November 7, 2019 – Regular Meeting Minutes

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

There were none.

Board Member Mark Alexander motioned first, seconded by Alternate John Geiger.

Ayes 9: Alexander, Chidester, Ewald, Geiger, Glatt, Haberle, Ortiz, Perez, and Povero.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson stated the team attended the Urban Areas Security Initiative (UASI) Approval Authority on November 20, 2019, to discuss UASI 2020 funding. Prior to the meeting, the Mayor's Office reached out to our team to ask if we would be seeking Operations and Maintenance (O&M) funds from the UASI 20 allocation.

We were informed at that time Los Angeles Police Department (LAPD) and ICI would be seeking O&M funding, and if we planned to request funding, we needed to submit our application now. We asked the Mayor's Office to accept our draft application following the meeting on the 20th to better understand other projects seeking funding



and their priority, but we were told the application was needed before the 20th in order to allow for meeting discussions and planning. LA-RICS submitted a placeholder application, and at the meeting, we chose to withdraw it as we would essentially hold those funds in an account for over two years before we would start spending it on O&M cost. We understand the region has time-sensitive critical projects that require funding now and thus withdrew our application, but with our sole request to the Approval Authority to ensure the interconnection work and equipment necessary to achieve a system of systems model is completed, as promised to California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA), before any funds are awarded or spent on O&M.

Executive Director Edson stated since the UASI meeting, Los Angeles City has agreed to assist us in access to Mt. Lee so we can move forward with the fiber connection at Mt. Lee with ICI.

We need to complete the interconnection work, or at least ensure the funds are secured before we award additional funds to maintain systems that are not yet completed. There has been a bit of push back since that meeting on holding off awarding funds to O&M pending assessment of interconnection work; however, it now appears the assessment will be completed prior to any O&M awards as it is expected at the December 13, 2019 Approval Authority meeting and request your continued support for this at the December 13, 2019 Approval Authority meeting.

Executive Director Edson stated in Agenda Item G is a monitoring review and audit report performed by BCA Watson Rice. The report covered the State Homeland Security (SHSGP) grant claims filed for Fiscal-Year 2016-17 and 2017-18 for grant award of \$700,000. No findings or exceptions were noted relating to the use of the \$700,000; however, there is one interesting finding Administrative Deputy Susy Orellana-Curtiss is looking forward to addressing with you during that discussion item.

United States Forest Service (USFS) Plan of Developments have been submitted for nine (9) of the 13 USFS sites (LPC, WMP, WTR, JPK, GMT, MDI, PRG, PMT, and MML). A kick-off meeting for this historic event is scheduled for later today at 1:30 p.m., with the USFS staff, to solidify the design proposal which includes LTE Round 2 colocation at six (6) of the sites, and visual impact. The USFS has been a great partner and even issued their own press release about their approval to move forward with 13 sites in the forest for a new public safety radio system. You may have heard it locally on the radio. The only downside is the speed at which the federal government works but they understand our schedule.

Executive Director Edson went on to state Special Use Permits are expected for the first round of five (5) sites later this month. Construction permits should follow soon



after. We received approval from FEMA and Cal OES on November 14, 2019, where they concurred with the USFS decision, in providing us the green light to expend funds on the USFS sites.

All seven (7) coastal sites in County jurisdiction were submitted to the Department of Regional Planning (DRP) for the coastal development permit and we have received comments back from DRP and have since resubmitted packages addressing those comments and we continue to work on remaining comments.

Executive Director Edson stated he has signed a Work Acceptance Certificate for the new baseline schedule and we continue to work with Motorola Solutions Inc., (MSI) in memorializing certain changes to training and testing. We are on schedule for full acceptance of the system within the UASI 2020 grant period. A formal contract amendment is forthcoming memorializing all the changes.

As for LTE, as your Board is aware, the Authority has been approved by the National Telecommunications and Information Administration (NTIA) to expand the Public Safety Broadband Network (PSBN) network to incorporate 26 additional sites. Agenda Item H is Amendment No. 40 to the Long Term Evolution (LTE) contract with MSI and reflects the reconciliation of equipment to the final proposed site design for certain Round 2 sites, such as site configuration changes from colocations to new monopoles, and the inclusion of additional potential sites (CCB2, Cougar, POM2, POLA1, POLA 2).

Agenda Item I seeks your approval to delegate authority to execute an agreement with Sunwest Engineering to acquire one Cell on Light Truck (CoLT) and one Cell on Pickup Truck (CoPT), funded by Broadband Technology Opportunities (BTOP) grant, for deployment in areas where FirstNet's static infrastructure does not provide sufficient coverage or has suffered extended outages, to allow first responders data communications needs during an emergency. Procuring one of each CoLT and CoPT would allow the Authority and its Member Agencies to utilize the appropriate vehicle, depending on the situation and environment.

Executive Director Edson stated as for LTE Round 2 site construction, we will be holding our pre-construction walk next week at the Inglewood site. Congratulations to Inglewood for being our first site to build under Round 2. Agenda Item J brings four (4) more sites seeking delegated authority to issue Invitation for Bids for construction at Claremont Police Department, Compton Courthouse, Cougar Park, and Pomona Courthouse.

In closing, Executive Director Edson wished the Board great holidays.

Alternate Board Member John Geiger stated in terms of the December UASI follow-up meeting, what progress or assurances regarding ISSI connection with other grantees is the UASI Approval Board looking for. Executive Director Edson stated UASI Approval Board has the 2016 letter documented, which states we will build a system of systems and we have a plan to ensure ISSI connections between the various systems. There is no specific detailed plan on what that will look like and we at LA-RICS force the issue to ensure there is a plan and that is what we anticipate at the December 13, 2019 meeting. A PowerPoint Presentation will be given by MSI were they have spoken to the individual systems and they are coming to us with a design of all the system connection points and at that time UASI Approval Board will approve the plan. Alternate Board Member Geiger stated no one in this room has any doubt about the commitment from LA-RICS to connect to our regional stakeholder partners; the UASI Approval Board would be looking at assurances from the other grantees as well and stated he would go on the record consistently supportive of those connections.

Alternate Board Member Scott Haberle stated he was at the UASI Approval Authority meeting and wanted to acknowledge staff on how well they lead the narrative pushing the overall goal of system of systems. Staff did an excellent job at communication, professionalism, and control. Executive Director Edson stated we appreciate it.

Board Member Mark Alexander asked if LA-RICS has been asked to work the Tournament of Roses Parade and are we participating. Executive Director Edson stated yes. Lieutenant Hiroshi Yokoyama and Executive Director Edson stated we are deploying Cell on Wheels (COWs) to provide voice communications coverage.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented the Construction/Implementation Update.

LTE Round 2 Highlights

Progress and Permitting

- IGPD issued NTP for construction. Construction start is 12/16/2019. MVS2 plan check comments addressed. Will resubmit next week and permit expected to immediately follow. UCLA2 under review at plan check.
- All SCE sites were Geotech drilled except SCEGAL
- SCHCYN Geotech is being conducted this morning.

Environmental

- FONSI for SEA 4 was received 12/2/2019.
- SEA 5 cleared SHPO, and we expect a FONSI in mid-Jan 2020

Labor Compliance

- Program is in place and ready for start of construction next week. First labor compliance meeting is on 12/11/2019 with Metrocell.

SAA's

- Judicial Council of California still negotiating
- IRWDPD under negotiation
- Item J. CLRMPD, POM2, CCB2, and COUG, Thomsen next week

LMR Highlights

Construction Summary

- Twenty-nine (29) out of (58) sites: 50% completed to date. (31) permits issued
- Zero recordable injuries to date
- Ph.2 acceptance walks have commenced with MSI. 13 walks have been completed. For punch list items identified corrections are now underway.

Next to Start:

- Dec. 19' Planned Starts UCLA and LACFDEL
- Jan. 20' Planned Starts MIR/restart and USFS/5 sites
- Feb. 20' Planned Starts UNIV and USFS/5 sites

USFS Sites

- SUP and DPW permits expected in Dec. 2019
- Meeting at USFS this afternoon to present Plans of Development (POD's)

Coastal Sites

Reviews are tracking ahead of schedule by jurisdiction and is the primary area of focus as we collectively seek opportunities for time savings on the Program.

SAA's:

- GRM, RIH, SPH, and BHS outstanding

Current Focus:

- UASI 18 Equipment order
- POD's for USFS (on going)
- DRP comment return for Coastal – Meeting next week onsite



Alternate Chair Mark Glatt stated in a previous meeting there were concerns on the Frost Peak site, and asked if the issue was resolved with JPL. Project Manager Justin Delfino stated he will know more later this afternoon at the meeting scheduled with the USFS, but he deferred to CISO Ted Pao on an update. CISO Pao stated JPL had a concern on how LA-RICS transmitters will cause interference to their receivers at nearby Table Mountain Facility. LA-RICS performed field strength studies and calculations and turned over that data to JPL via the USFS on October 25, 2019.

Project Director Chris Odenthal added LTE 2 landowner of Thomsen is Mike Thomsen and he is present today. He is one of the first persons to volunteer his property for us to build a public safety communication site. He has attended quite a few of our Board meetings and we thought it was important for the Board to see how the public is interacting with LA-RICS. Project Director Odenthal wanted to thank and acknowledge Mike Thomsen.

This concludes the Project Manager's Report.

There was no further discussion.

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

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F, provided an update on the reporting period for outreach taking place in the month of November and stated Lieutenant Yokoyama will provide details on the meetings that took place with various jurisdictions.

Lieutenant Yokoyama stated on November 5 and 13, 2019, the outreach team met with the LASD Communications and Fleet Management Bureau to discuss deployment of LA-RICS SOW for the 2020 Rose Parade operation.

On November 6, 2019, we met with the Inglewood Police Department to discuss their ongoing communications needs for the NFL Stadium.

On November 12, 2019, members of the outreach team participated in the Orange County Radio Rodeo interoperability exercise hosted by the California Statewide Interoperability Committee (CalSIEC) Southern Planning Area (SPA) at Huntington State Beach. The primary purpose of the event was to conduct radio tests within an



Operational Area, and verify interagency interoperability with agencies adjacent to the Operational Area.

The participant's included Anaheim Police, Cal OES, Costa Mesa Police, Huntington Beach Police, Irvine Police, Long Beach Police, Los Angeles County Fire (LACoF), Orange County Parks, Orange County Sheriff's, San Diego City Fire, Santa Monica Police, and West Cities Police Communications Center (West-Comm JPA) in western Orange County.

On November 13, 2019, we met with the City of Lancaster Public Safety Office to discuss their communications needs.

On November 20, 2019, we met with the Signal Hill Police Department to continue to work on programming of their portable radios.

Since October 2019, the outreach team has closely monitored the Downtown Cell and have found it to be working flawlessly, which will be vital for the Los Angeles County District Attorney's Office, as well as LASD Services Bureau.

Board Member Alexander asked how the Rodeo went and Lieutenant Yokoyama stated it went very well. We learned quite a bit and learned about the frequencies in need. We partnered with LACoF and learned they have a very easy read of their flip chart, so we will apply that to our operation in the future.

There was no further discussion.

G. Homeland Security Grant Sub-Recipient Monitoring Review

Administrative Deputy Orellana-Curtiss presented Agenda Item G and stated this item is a monitoring report, which is essentially an audit report that was performed by BCA Watson Rice LLP. The audit was of our SHSGP grant for 2015 spent in Fiscal-Years 2016 - 17 and 2017-18. The scope of the expenditures that fall under the grant were 100% planning to pay for salary and benefits for staff supporting the project. On Page 2, of the audit report is a matrix table, which summarizes all of the items the auditors are tasked within the scope of their audit. Under the Scope and Objective of their audit there were no findings. On Page 5, there is a table for equipment items 1 through 6 reflect items as not applicable because we did not purchase any equipment with these grant funds. However, the auditors insisted it was within their scope to verify the treatment of equipment that may have been previously purchased with another grant, which would fall under the same umbrella of their guidance.

Administrative Deputy Orellana-Curtiss stated Under Equipment Number 7, auditor comments verify the last two physical inventories were conducted in February 2017

and August 2018. No exceptions noted. However, Finding #2018-01 cited we failed to provide a letter certifying the accuracy of the equipment list to the County. If you refer to Page 10 of the report it states a physical inventory of the equipment must be taken by the sub-recipient and the results reconciled with the equipment listing at least once every two years or prior to any site visit by State or Federal auditors/monitors, which we have complied with. The sub-recipient is required to submit a letter certifying as to the accuracy of the equipment listing to the County CEO, in the frequency as stated above. What we noted previously in an audit that did capture the expenditures relating to the purchase of this specific equipment, in an audit report shared with your Board in October 2015 performed by Vasquez and Company is that we are not required to make this report to the County CEO as we are a JPA. We shared the 2015 audit report with the auditors and noted there were no findings explaining the Joint Powers Authority (JPA) does not typically report to the County CEO, we report to the LA-RICS Board with certain approved delegated authority to the Director, specifically in this instance the delegated Authority to certify annual audits. After sharing this information with the auditor in addition to the report of no previous findings they determined they would include a finding and recommendation moving forward to include a certification letter to CEO regarding our annual equipment inventory.

Board Member Alexander asked what reason did the auditors provided to justify this finding whereby we are required to report to the County CEO. Administrative Deputy Orellana-Curtiss stated the County as grant-administrator of the SHSGP grant utilize standard template agreement with all of its grant sub-recipients, which includes this standard language relating to annual certification of equipment inventory to the County CEO. We did not strike that language out of the agreement. Board Member Alexander stated so we contractually obligated ourselves to do so. Administrative Deputy Orellana-Curtiss stated yes that is correct. Administrative Deputy stated that was the only audit finding in this report and asked if there were any other questions.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H-I)

H. APPROVE AMENDMENT NO. 40 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

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



1. Make the following findings:
 - a. Find that the design, construction, implementation, operation, and maintenance of six (6) PSBN Sites (Claremont Police Department [CLRMPD1], Compton Courthouse 2 [CCB2], Cougar Park [COUG], Pomona Courthouse 2 [POM2], Port of Los Angeles Pier 400 [POLA1], and Port of Los Angeles Pier 300 [POLA2]) to be included as additional potential buildable sites to the 35 PSBN potential buildable sites that your Board has previously approved on January 24, 2019, from which twenty-six (26) PSBN Round 2 Sites will be selected, and approval and execution of Amendment No. 40 to Agreement for the PSBN are categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 for the reasons stated in the Board Letter and as noted in the record of the project; and
 - b. Find the reconciliation of certain PSBN Components contemplated in the bill of materials for PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at 17 sites, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 on January 24, 2019, and on July 11, 2019, respectively.
2. Approve Amendment No. 40 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. to reconcile certain PSBN Components for a cost decrease in the amount of \$735,692;
3. Authorize a decrease to the Maximum Contract Sum in the amount \$735,692 from \$138,685,190 to \$137,949,498;
4. Delegate authority to the Executive Director to execute Amendment No. 40, in substantially similar form, to the Amendment enclosed with the Board Letter; and
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 40.

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

Ayes 9: Alexander, Chidester, Ewald, Geiger, Glatt, Haberle, Ortiz, Perez, and Povero.

MOTION APPROVED

I. APPROVE AN AGREEMENT FOR A CELL ON LIGHT TRUCK (COLT) AND CELL ON PICKUP TRUCK (COPT)

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

1. Approve and award the LA-RICS Authority COLT and COPT Agreement with Sun West Engineering, Inc. , in substantially similar form to the Agreement enclosed with the Board Letter, that will allow the Authority to procure one (1) COLT and one (1) COPT with a contract term that will commence upon contract execution of the Agreement and continue through vehicle warranty, for a total contract amount of \$921,928; and
2. Delegate Authority to the Executive Director as follows:
 - a. To execute the Agreement substantially similar in form to the Agreement enclosed with the Board Letter;
 - b. To approve and execute Amendments to the Agreement that do not impact the total contract amount, the term, or any terms and conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority; and
 - c. To issue Notices to Proceed for work contemplated in the Agreement.

Board Member Alexander inquired about the cost of \$921,928, in particular if the cost was for both vehicles (COLT and COPT). Additionally, Board Member Alexander also inquired about the procurement process to ensure the Authority received a good value for the purchase.

Contracts Manager Arismendez referred Board Member Alexander and the Board to the Agenda Item I Enclosure, in particular, Exhibit B the COLT and COPT Pricing Schedule. Contracts Manager Arismendez explained the COLT and COPT were specialty vehicles and further explained the Pricing Schedule detailed the cost for both vehicles (COLT and COPT) inclusive of training cost. Contracts Manager Arismendez further explained the procurement process was very similar to the County Invitation for Bid (IFB) process. Contracts Manager Arismendez informed the Board the Authority did not need to engage in a Request for Proposal (RFP) process, as the specialty vehicles specifications were known which supported the IFB process. Board Member Alexander asked if it was a sealed bid and inquired how many bids were received, to which Contracts Manager Arismendez responded that one bid was received and it was sealed.



Board Member Alexander asked what the specialty features of the vehicles are. The Authority's Chief Information Security Officer (CISO) Pao stated the COLT is a standard truck with the bulk of the cost appropriated toward the customization to house the equipment. CISO Pao mentioned such customization included, but was not limited to, a 60-foot mast, antennas, satellite, etc. CISO Pao also informed the Board of the Authority performed a comparative analysis to other specialty vehicles similar to this type and determined the cost to be in line with the others. Executive Director Edson commented the Authority also worked with AT&T to ensure the vehicles were very similar and compatible with their existing Cell on Wheels (COWs).

Alternate Board Member Geiger asked if we received any challenges to the procurement document and any protests regarding the procurement process, to which Contracts Manager Arismendez responded that no challenges or protests were received. Alternate Board Member Geiger went on to state this is equally and as transparent as the County process as the Authority does not have purchasing agent authority and are required to bring this matter before the Board of Directors. Administrative Deputy Orellana-Curtiss also informed the Board the process, cost and contract was approved by the Federal grantor.

Board Member Cathy Chidester asked if LA-RICS explored having the equipment housed on a trailer versus a truck. CISO Pao stated that the Authority did analyze that option, however determined it to be more appropriate to utilize a truck to access fire roads and other access roads during emergent situations.

Alternate Board Member Thomas Ewald motioned first, seconded by Alternate Board Geiger.

Ayes 9: Alexander, Chidester, Ewald, Geiger, Glatt, Haberle, Ortiz, Perez, and Povero.

MOTION APPROVED

J. ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT FIVE (5) LA-RICS SITES AND APPROVE PROJECT BUDGETS

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

1. Make the following finding:
 - a. Find the adoption, advertising and award of construction, implantation, and installation work at the four (4) sites, Claremont Police Department (CLRMPD1), Compton Courthouse 2 (CCB2), Cougar Park (COUG), and



Pomona Courthouse 2 (POM2), as identified in Enclosure 1 to the Board Letter, are within the scope of the activities authorized at these four (4) sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in a prior Board action on December 5, 2019, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged; and

- b. Find the adoption, advertising and award of construction, implantation, and installation work at one (1) site, Scholl Canyon Landfill (SCHCYN), as identified in Enclosure 1 to the Board Letter, are within the scope of the activities your Board previously found categorically exempt from review on July 11, 2019, under CEQA pursuant to CEQA Guideline sections 15303, 15304 and 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the CLRMPD1 site as follows:
 - a. Approve an estimated total project budget of \$381,710;
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the CLRMPD1 site;
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements; and
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the CLRMPD1 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the CCB2 site as follows:
 - a. Approve an estimated total project budget of \$281,930;
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the CCB2 site;
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements; and



- d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the CCB2 site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the COUG site as follows:
 - a. Approve an estimated total project budget of \$381,710;
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the COUG site;
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements; and
 - e. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the COUG site.
5. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POM2 site as follows:
 - a. Approve an estimated total project budget of \$281,930;
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POM2 site;
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements; and
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POM2 site.
6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCHCYN site as follows:
 - a. Approve an estimated total project budget of \$381,710;



- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCHCYN site;
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements; and
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCHCYN site.
- 7. As it relates to Recommended Items 2-6 of the Board Letter, delegate authority to the Executive Director:
 - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis;
 - b. To waive inconsequential and non-material deficiencies in bids submitted;
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award; and
 - d. To take all other actions necessary and appropriate to deliver the projects.
- 8. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
 - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month; and
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

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



Ayes 9: Alexander, Chidester, Ewald, Geiger, Glatt, Haberle, Ortiz, Perez, and Povero.

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, January 9, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

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



Monthly Report No. 92

For December 2019

Submitted January 10, 2020

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LTE UPDATES

- No new activity

Operations/Governance

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

LTE Round 1 Updates

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

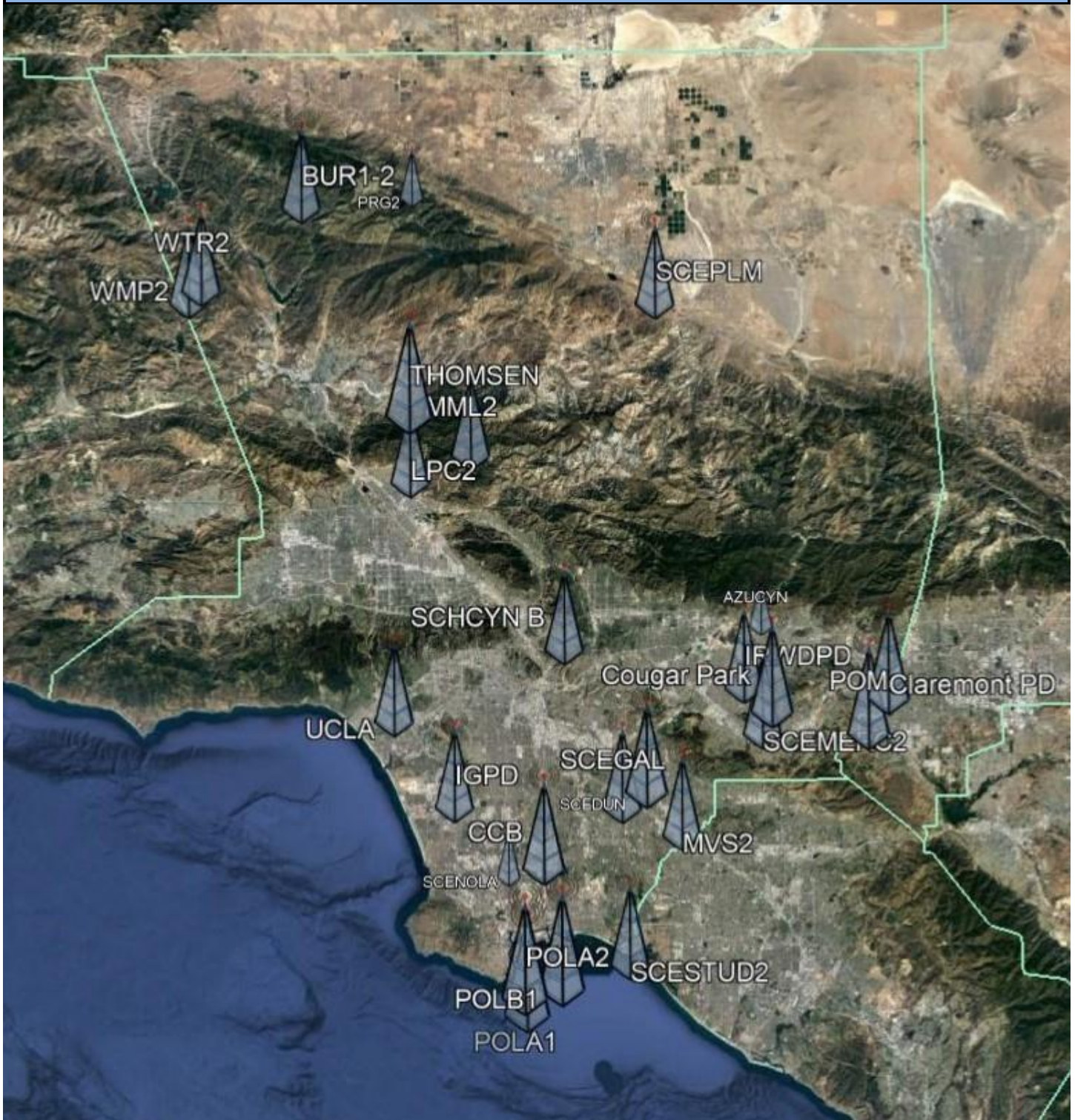
Special Events

- No new activity.

LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the 26 planned LTE2 sites, 6 sites are planned for installation in the Angeles National Forest (ANF) and will be designed and built by Motorola. Motorola has contracted with an A&E firm to design the ANF sites. The remaining 20 sites are under design by David Evans and Associates (DEA). DEA has been NTP'd for 17 sites to date and has completed 75% CD's for sixteen sites so far. CDs are in development for the remaining sites. Geotechnical drilling has been conducted for nine sites so far. One more will be performed in the near future. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings as well. The remaining sites are all rooftop sites or colocation on an existing antenna structure. To date, 4 construction contracts have been awarded, and another 12 drawing sets have been issued for bid. Inglewood PD was the first site to start construction in December 2019. Following will be MVS2 and UCLA2 planned for January and February construction starts respectively.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. LA-RICS has reached an agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner. A request for supplemental funding was submitted to NTIA. Subsequently NTIA approved the request for additional funding, which will allow the Team to better utilize resources to complete the sites in accordance with the approved schedule.
- The FONSI for SEA4 was received from NTIA on December 3, 2019.
- The screen check final of SEA5 was submitted to NTIA on December 15 2019. The FONSI for SEA5 is expected in mid-January 2020.
- NOEs were filed for LTE2 sites CLRMPD1, CCB2, COUG, POM2, POLA1 and POLA2 on December 5, 2019.

LTE SITES



LMR UPDATES

Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Provided revised draft letters to provide to FEMA addressing no changes to previous Section 7 or Section 106 findings for the addition of UNIV City Walk to Site UNIV. These are currently under Authority review.
- Submitted the EMIS package to FEMA to obtain NEPA clearance for LMR Site RPVT on December 2.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,076 persons as of November 14.

Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning, the last submission was made on 9/12/2019. To date all the first-round review comments have been received by the Project Team with the exception of LACF072. Responses by the contractor are currently in draft and ready to re-submit to the jurisdiction by mid-December as updated FAA Navigation Hazard Determination letters are still pending. A determination was made by the City of Los Angeles that GRM is exempt from California Coastal Review and will instead be submitted to the City of Los Angeles Public Works Department for building permit as it is zoning exempted.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31, 2019. Plans of development (PODs) for all 13 sites were submitted to USFS in three batches (the last batch submitted on December 5) in support of Special Use Permits (SUPs). An SUP kickoff meeting was held with ANF personnel on December 5, and the initial two site visits with USFS personnel for five sites were held on December 3 and December 13, with a third to occur on December 23. Geotechnical drilling is complete at the ANF sites, and towers have been ordered.

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites i.e. INDWT, LACFDEL, MIR, OAT, AGH, UCLA, BKK, and DPW038. Planned work is on track for all UASI 17 sites with the exception of MIR, which was put behind schedule due to complications locating a water main that traverses the site. At this time, all sites are expected to meet the completion deadline.
- Three of the sites in the LMR network have recently undergone design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT. The only site still requiring jurisdictional consent on equipment location is SPH the agency pending approval is FAA.
- The LMR Radio Frequency (RF) System Design has recently undergone minor adjustments regarding prime site location and system backhaul configuration in order to optimize system functionality. All microwave links are confirmed except for the three sites undergoing redesign SPH. MSI and the Authority meet weekly and discuss all Program issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge. The contractually stipulated method for submission and review of the drawings has been supplanted by live joint reviews between LA-RICS Authority and MSI and its' contractors in order to attempt to save as much time as possible. Forty-three (43) building permit applications (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty two (32) of the forty-three sites.

Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's Microsoft Projects schedule dated 12/07/2019.

SPN 5/14/20, TWR 5/21/20, TOP 1/19/20, CPK 1/19/20, DPK 5/29/20, BJM 4/27/20, LACF072 5/7/20, RPVT 4/15/20, PMT 5/15/2020, ESR 4/29/2020, MTL2 3/15/20, GRM 6/18/20, RHT 04/14/20, SPH 4/30/20, UNIV 1/17/20.

- As of 12/31/2019 thirty-nine (39) executed SAA's are in place.

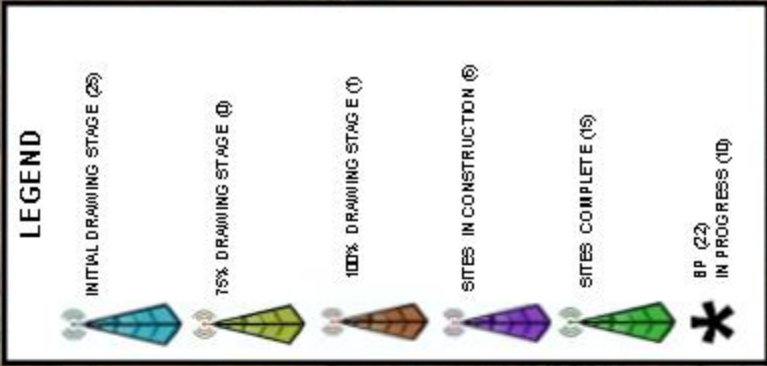
LMR SITES

LEGEND

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

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

AGENDA ITEM C



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

Google Earth

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



Monthly Report #76

Reporting Period: 12/6/19 thru 1/2/20

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

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1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On 3 October 2019, the Authority Board of Directors approved **Amendment 41**. **Amendment 41** makes changes necessary to (a) incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975 as further described in this **Amendment 41**, and (b) increase Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.

This report covers the period from 12/6/19 thru 1/2/2020

During this reporting period Phase 1 tasks continue for the remaining LMR sites, including Coastal and USFS sites. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings via the collaborative “Drawing Summit” process.

MSI is completing the construction drawings for Coastal sites, in parallel with the Coastal zoning application review process by LA County Department of Regional Planning. The USFS Decision Memo was received on 11/1/2019 associated with the 13 USFS LMR sites. LA-RICS submitted Plans of Development to USFS and reviewed a site example with USFS representatives during a kickoff meeting on 12/5/2019. The Special Use Permits, originally expected in early December, are expected to be granted in groups starting in mid-January. Seven Coastal sites zoning application permit packages have been submitted to LA County Department of Regional Planning, with comments received from the LA County planner that LA-RICS and MSI are addressing. Green Mountain (GRM) Coastal site has been deemed zoning exempt by the City of Los Angeles. GRM site construction drawings continue to be developed, with completion pending geotechnical data, once site access is permitted for drilling.

The Authority and MSI senior management team continue to meet bi-weekly to review the project’s critical path schedule. Acceptance Test Plans were developed and approved to support this schedule. A proposed new baseline for the master schedule, incorporating these updated Acceptance Test Plans,

was submitted on 16 September 2019 for the LA-RICS Project team for final review and approval. On 12/5/2019, LA-RICS approved this schedule baseline. MSI has provided proposed Agreement language revisions to reflect the agreed to Acceptance Test Plans. In reviewing the revised Agreement language, LA-RICS has raised objections to the agreed to Acceptance Test Plans which the teams are working to resolve. A Change Order Request (COR) of significant value, COR No. LMR- 0025 was sent to the Authority for review on 12/31/2019 in the amount of \$55,725,000. The change order was rejected by the Authority and transmitted back to MSI on 12/31/2019.

LMR System Design

System design activities for this period include subsystem design, backhaul network design, narrowband mobile data network design, Spectrum Fingerprinting and Noise Floor Monitoring, and incorporation of system design parameters into the construction drawing process.

LA-RICS requested MSI to provide a quote for subsystem redesign resulting in new equipment order reductions and re-utilization of earlier delivered equipment. MSI shared a proposed approach for equipment re-utilization that LA-RICS is currently evaluating.

LA-RICS is coordinating activities, including LASD narrowbanding and LA County fire Channel 14 voice cutover to Channel 16, in parallel with LMR System deployment.

System Management and Monitoring System – Updated SMMS design documents were provided to LA-RICS for review. A joint meeting was held with LA-RICS to provide updates to the SMMS architecture that now incorporates the NMDN subsystem. Design and Planning for LA-RICS NOC and MSI's Schaumburg network monitoring facility have begun.

System Upgrade to Version 7.18 – MSI completed the design, ordering equipment, and scheduling resources to perform the next system upgrade that is scheduled in 1Q2020.

LA-RICS Deliverables - Authority Site Access Agreements:

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (39 out of 58) Site Access Agreements have been executed.

US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos has resulted in the receipt of a Decision Memo on 11/1/2019. This Memo will be followed by a Special Use Permits by site beginning in January 2020. A joint kickoff meeting was held with USFS representatives to review site design requirements for USFS sites. MSI provided revised plans of development for site construction and site logistics that USFS evaluators are currently reviewing. 11 of 13 building permit packages are in LA County review, with PMT site package submitted in the period. Once site SUP approvals are received, LA County Plan Check is expected to finalize and approve site building permit packages that are currently in review.

Initial Site Acquisition Agreement exhibits and designs continue to be refined for the following replacement sites or locations: San Pedro Hill (SPH) and Los Verdes Golf Course (RPVT). LA-RICS has received LA County planner comments for all seven of the Coastal sites within their jurisdiction. GRM

Coastal site is in design, its zoning process having been waived by City of Los Angeles. The Authority's site acquisition team continues to work on securing Site Access Agreements for sites permitted in the second quarter 2019: Baldwin Hills (BHS) and Rio Hondo (RIH). These Site Acquisition Agreements are expected this period. LA-RICS continues to address easements needed by the electrical utility to bring commercial power to select sites.

Site Design Activities

MSI design team continues to develop Coastal sites construction drawings for jurisdiction approval. Early permit submissions for the seven Coastal sites under LA County DRP jurisdiction are pending a go ahead from the DRP planner. The development of replacement site designs for San Pedro Hill (SPH), Rancho Palos Verdes/Los Verdes Golf Course (RPVT), and Universal (UNIV) are in process. MIR site redesign is in progress, following a geotechnical evaluation of the new location away from an existing water main. MSI is waiting for a change order request approval associated with additional engineering analyses and designs required at the new location. LA-RIC has requested MSI to design a primary solar power solution at BUR1 given the prohibitive costs of LA-RICS bringing new utility electric power to this site. MSI is requesting additional scope and specification clarifications in order to provide a quote for these new services.

Rolling Hills Transit (RHT) and Pine Mountain (PMT) site plans have been jointly reviewed and submitted to plan check in the period.

43 site design packages been submitted for building department plan check to date. For USFS sites, 11 of 13 USFS site civil packages are in LA County plan check review, with comments and department approvals received at several sites. LA County Plan Check will issue permits following receipt of authorization from USFS. The tower order process for USFS sites has started.

Pre-Construction Activities

LA-RICS team is provided USFS Plans of Development (PODs) to USFS. Six USFS site have been identified as co-location sites with LTE2 installations, and their construction plans and logistics are being included, by LA-RICS, in the corresponding PODs. Receipt of USFS Special Use Permit for the 5 of 13 sites is now expected in January, followed by the balance of the Special Use Permits in January and February 2020.

33 site permits have been received, with LACFDEL site authorization received in this period. MSI anticipates 10 USFS site plans currently in plan check will be permitted in the next period, prior to issuance of USFS SUPs.

Construction Activities

During this reporting period, Phase 2 construction tasks continue. 31 of 58 sites are under construction, including the recently permitted LACFDEL and UCLA sites. To date, 12 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, and DPW38. 11 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, and BKK. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters is complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as the site work is completed.

Equipment Supply

MSI responded to a Request for Quote to evaluate the potential RF subsystem reduction and re-use of delivered LMR equipment originally intended for certain sites. MSI is expecting a NTP for remaining UASI 2017 grant-funded equipment orders in December.



System Implementation

MSI contractors continue to install RF and microwave antennas and lines at sites, install and configure low-voltage site alarms, and configure RF equipment. Initial Phase 4a internal site audits and checks were completed.

Early 2-site Downtown 700 MHz cell optimization (FCCF and CCT) has been completed. 2-site Downtown UHF cell optimization has been temporarily suspended as MSI continues to troubleshoot Channel 15 digital television interference at the 2-site Downtown UHF cell. Specialized antennas with coverage notches are expected to be shipped before year's end to further evaluate interference mitigation measures for the 2-site Downtown UHF cell.

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

10.5

Category	Rating	Change	Comments
Schedule			<p>Integrated Master Schedule dated 9/16/2019 has been approved by LA-RICS. The current schedule shows LMR System Acceptance on 3/21/2022. Activity sequencing and durations for SMMS, NMDN, Frequency Licensing and Coordination, and Backhaul Sequencing are being refined with LA-RICS.</p> <p>The Authority and MSI continue to optimize the construction drawing review and approval process for the remaining sites, including the eight Coastal sites.</p>
Risk			<p>Risk items have been identified regarding: site selection, zoning approval process, Site Access Agreements, plan check approval process, spectrum, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Potential for additional USFS site environmental mitigation measures.</p>

2. Project Status

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

2.1 Tasks in Progress or Completed

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

Site ID	Activity Name	Activity Status
GRM	Site Access Agreement Finalized	In Process
CPK	100% Construction Drawing Submitted to LA-RICS	Complete
CPK	LA-RICS Approves 100% Construction Drawing / Ready to Submit to Bldg Dept	Complete
MDI	Tower Permitting Package Created and Submitted to LA-RICS	Complete
RHT	100% Construction Drawing Submitted to LA-RICS	Complete
RHT	LA-RICS Approves 100% Construction Drawing / Ready to Submit to Bldg Dept	Complete
LACFDEL	Jurisdiction Review and Issue of Permit - BP Package	Complete
System	7.18 Upgrade Preparations for January 2020	Complete

2.2 Tasks Planned for Next Period

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

Site ID	Activity Name	Activity Status
AGH	Install Power Infrastructure	Planned
AGH	DC Wiring Complete - DC Plant - FNE & MW Racks	Planned
APC	Civil Site Audit Walk and corrections addressed	Planned
BHS	Construction Start / Mobilization	Planned
BJM	Construction Drawings - 100% CD Created and Comments Addressed	Planned
BKK	Emergency Power System Completed	Planned
BMT	Civil Site Audit Walk and corrections addressed	Planned
BMT	Site Complete with Power	Planned
CCB	Civil Site Audit Walk and Corrections Addressed	Planned
CCT	Civil Site Audit Walk and corrections addressed	Planned
CLM	Civil Site Audit Walk and corrections addressed	Planned
System	DTVRS UHF, LARTC, ACVRS Licensing and Frequency Plan	Planned

2.3 Authority Look-Ahead Tasks (120-Day)

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

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

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of functional and coverage testing to achieve System Acceptance in March 2022.	Active

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

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

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

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	165,973,708
Cumulative Invoice Payments from Last Report	85,876,825
Total Invoice Payments This Period	4,319,408
Remaining Amount to be Paid	75,777,475

7. LA-RICS Master Schedule

A proposed new baseline for the master schedule, incorporating these updated Acceptance Test Plans, was submitted on 16 September 2019 for the LA-RICS Project team for final review and approval. On 12/5/2019, LA-RICS approved this schedule baseline.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 15, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meetings with representatives from AT&T</i>	December 2, 9, 19, 23 and 30, 2019; January 6, 2020
<i>Meeting with representatives from the Department of Children and Family Services (DCFS)</i>	December 5, 2019
<i>Meeting with representative from Malibu Fire Safety Liaison</i>	December 16, 2019
<i>Meetings with Motorola Solutions, Inc. Leadership</i>	December 17, 2019
<i>Meeting with representatives from LASD Mental Health Evaluation Team (MET)</i>	January 6, 2020
<i>Attendance at the Department of Homeland Security S&T Conference</i>	January 8 and 9, 2020

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

Members of the LA-RICS Outreach Team met with representatives from DCFS to discuss their communication needs for their social workers in the Antelope Valley.

Executive Director Edson met with Jerry Vandermeulen, City of Malibu Fire Safety Liaison to discuss Malibu's communication needs.

LA-RICS Board of Directors
January 15, 2020
Page 2

Executive Director Edson met with Motorola Leadership to continue discussions regarding critical path LMR items.

Members of the LA-RICS Outreach Team met with representatives of LASD MET to discuss current use of our talk groups and the trial use of an integrated LMR & LTE communications solution.

Executive Director Edson also attended the Department of Homeland Security Science & Technology Directorate First Responders requirements needs meeting in Austin, Texas.

Lastly, Volume 4, Issue 16 of the Newsletter was released on December 23, 2019.

WST:pdd



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SCOTT EDSON
EXECUTIVE DIRECTOR

January 15, 2020

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

Dear Directors:

ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS

SUBJECT

Delegated authority is requested for the Executive Director to accept \$3,506,048 in Broadband Technology Opportunity Program (BTOP) grant funds to augment and pay for additional costs to complete the Coverage Augmentation Objective of the Public Safety Broadband Network (PSBN) Round 2 project to benefit Long Term Evolution (LTE) public safety communications in the region.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate Authority to the Executive Director to accept \$3,506,048 in grant funds from the BTOP Grant; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$3,506,048 to the BTOP grant-funded expenditures in Fiscal-Year 2019-20; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

BACKGROUND

This action relates to increasing the project budget for PSBN Round 2 as part of the Department of Commerce's National Telecommunications and Information Administration (NTIA) award to the Authority with a BTOP grant to build the PSBN.

On September 1, 2010, the Department of Commerce's National Telecommunications and Information Administration (NTIA) awarded the Authority with a BTOP grant in the amount of \$154,640,000 plus a 20% match requirement, to develop and deploy a 700 MHz Public Safety Broadband Network (PSBN) across the County of Los Angeles region, which is administered by the Department of Commerce's NTIA and Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Office.

On March 24, 2015, the Los Angeles County of Los Angeles (County) Board of Supervisors took action to halt the Authority's PSBN construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the NOAA Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a Corrective Action Plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP, which provided an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department and the City Fire Department. On May 1, 2015, NOAA issued a letter lifting the suspension and allowing the LA-RICS Authority to move forward with the CAP reduced scope of work and correspondingly reduced grant award from \$154,640,000 to \$117,142,137 for the deployment of PSBN Round 1.

On September 29, 2015, the BTOP grant performance period was extended by Congress to September 30, 2020, pursuant to Section 121 of the Continuing Appropriations Act, 2016. On February 8, 2017 the Authority submitted a Project Implementation Plan and corresponding award action request for remaining appropriated grant funds to complete PSBN Round 2. On March 23, 2017, NTIA approved certain PSBN Round 2 objectives and the LA-RICS BTOP grant was augmented by \$2,957,000, for a total grant award of \$120,099,137. NTIA informed LA-RICS the other objectives would be held pending award of the FirstNet contract and subsequent actions to follow such as state plans, state decisions, etc.

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

On December 14, 2017, your Board approved the Authority entering into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial BTOP grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement required, among other things, the Authority continue with the PSBN buildout contemplated in the PSBN Round 2 PIP under objective 1 (Coverage Augmentation) and requires the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) to approve the PSBN Round 2 PIP.

On February 15, 2018, the Authority submitted an updated PSBN Round 2 PIP to NTIA and NOAA for the remaining grant funds appropriated to LA-RICS under the BTOP grant. On October 29, 2018, NTIA and NOAA approved a portion of the fund request. Since October of 2018 your Board has considered and approved certain agreements supporting the buildout of the 26-sites in Round 2. With actual costs known relating to the selection, design and construction of the Round 2 sites, the delays associated with the approvals from AT&T as the NPSBN operator and other factors such as approvals from the United States Forest Service (USFS) the Authority required additional funds to complete the project by the grant performance period.

On December 11, 2019, the Authority submitted a request for funding augmentation to NTIA and NOAA requesting additional funds to support completion of construction of the 26 sites. This request for funding augmentation captures funds required to complete the 26 site deployment within a compressed timeframe, reflecting the now known design and construction costs received via our A&E and Invitation for Bid process. It is expected that formal approval of grant fund augmentation is forthcoming and in anticipation of such approval, the Authority is seeking approval to accept these grant funds and correspondingly adjust the Fiscal-Year 2019-20 budget to allow for certain work to commence immediately following grant award notification. The Authority will not encumber expenses / issue notices to proceed on work associated with the funding augmentation until appropriate funding is secured.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute any grant-required documentation will allow the Authority to support completion

of construction of the 26 sites based on actual costs and bids received to date once the BTOP grant is formally augmented.

FISCAL IMPACT/FINANCING

This grant is funded by the Department of Commerce NTIA under the BTOP grant with a 20% match requirement. Matching requirements related to these augmented BTOP funds will be met by in-kind match contributions such as ongoing member contributions. There is no additional cash match required to achieve the 20% match requirement on the augmented grant funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,

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

SCOTT EDSON
EXECUTIVE DIRECTOR

cc: Counsel to the Authority

Enclosure

Los Angeles Regional Interoperable Communications System (LARICS)
Recommended Amended Operating Budget
Fiscal Year 2019-20

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2019-20
FINANCING USES	ACTUALS	ADOPTED	ADOPTED	RECOMMENDED AMENDED
<u>Grant Funded Expenditures</u>				
Project Team	2,685,401	6,008,000	6,029,000	6,029,000
BTOP (1)	315,441	3,947,000	3,481,000	3,481,000
UASI Grant	2,369,960	2,061,000	2,548,000	2,548,000
Travel & Training	18,731	90,000	41,000	41,000
BTOP	9,407	20,000	10,000	10,000
UASI Grant	9,324	70,000	31,000	31,000
Admin and Other Contractors	49,287	300,000	316,000	316,000
BTOP (1)	0	220,000	236,000	236,000
UASI Grant	49,287	80,000	80,000	80,000
Miscellaneous * (3)	77,958	630,000	630,000	630,000
BTOP	0	0	0	0
UASI Grant	77,958	630,000	630,000	630,000
Other Charges* (4)	110,127	384,000	759,000	759,000
BTOP	0	0	0	0
UASI Grant	110,127	384,000	759,000	759,000
Contractors/Consultants Services	19,145,873	67,706,000	91,993,000	95,499,048
BTOP (1)	4,061,684	14,037,000	24,189,000	27,695,048
UASI	15,084,189	53,669,000	67,804,000	67,804,000
Total Grant Funded Expenditures	22,087,377	75,118,000	99,768,000	103,274,048
<u>Member Funded JPA Operations (2)</u>				
Project Team	223,961	276,000	491,000	491,000
Travel & Training	17,464	50,000	40,000	40,000
Services & Supplies	58,988	60,000	60,000	60,000
Admin and Other Contractors	172,200	119,000	116,000	116,000
Miscellaneous *(3)	72,232	135,000	138,000	138,000
Capital Assets & Furniture	0	20,000	20,000	20,000
Other Charges *(4)	26,296	60,000	70,000	70,000
Lease & Other Services - Suite 100	0	120,000	120,000	120,000
Contractors/Consultants Services	0	460,000	245,000	245,000
Total Member Funded JPA Operations	571,141	1,300,000	1,300,000	1,300,000
LMR Administrative Cost (2) (5)	507,456	850,000	850,000	850,000
LTE Administrative Cost (2) (5)	676,530	850,000	850,000	850,000
LTE Operation & Maintenance (2)	5,951,323	0	0	0
AT&T Business Agreement Services (BAS)	0	2,500,000	1,865,000	1,865,000
LTE Equipment Payment (6)	0	0	4,248,000	4,248,000
Total LTE & LMR Member Funded, AT&T BAS and LTE Equipment	7,135,309	4,200,000	7,813,000	7,813,000
TOTAL FINANCING USES	29,793,827	80,618,000	108,881,000	112,387,048
<u>FINANCING SOURCES</u>				
Federal Grant Revenue		75,118,000	99,768,000	103,274,048
Member Contribution		3,000,000	3,000,000	3,000,000
AT&T Business Agreement Services		2,500,000	1,865,000	1,865,000
LTE Equipment Payment		0	4,248,000	4,248,000
Total Available Financing		80,618,000	108,881,000	112,387,048

Note 1: BTOP Award in FY 19-20 includes the remaining funds in PSBN Round 2 budget.

Note 2: Member Funded JPA Operations, LTE Administrative Cost, and LMR Administrative Cost will be paid for out of the LA-RICS AT&T Business Agreement Funds

Note 3: Fees including utilities, Notices of Exception, Escort and permit fees, etc.

Note 4: Liability Insurance for LA-RICS JPA, Commercial Property Insurance and FCC Licensing.

Note 5: LTE Administrative Cost and LMR Administrative Cost include certain costs associated with the management & implementation of the LTE & LMR Systems in accordance with the Adopted Funding Plan.

Note 6: LTE Equipment Payment is provided by the County of Los Angeles as a loan.

AGENDA ITEM G - ENCLOSURE

**LA-RICS
FY 2019-2020**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>						
Administrative Deputy II *	132,000	0	68,000	20,000	44,930	264,930
Fiscal Officer II *	124,904	0	58,274	20,000	27,392	230,570
DA Total	256,904	0	126,274	40,000	72,322	\$ 495,501
<u>TREASURER & TAX COLLECTOR (TTC)</u>						
Administrative Services Manager I *	84,830	30,000	20,000	11,996	22,000	168,826
TTC Total	84,830	30,000	20,000	11,996	22,000	\$ 168,826
<u>PUBLIC WORKS (PW)</u>						
Senior Management Secretary III *	68,000	22,000	20,000	1,988	25,958	137,946
PW Total	68,000	22,000	20,000	1,988	25,958	\$ 137,946
<u>SHERIFF (SH)</u>						
Operations Assistant III *	36,461	52,297	20,000	7,784	8,000	124,542
SH Total	36,461	52,297	20,000	7,784	8,000	\$ 124,542
<u>PROBATION (PB)</u>						
Administrative Services Manager I	82,960	53,000	0	7,182	22,000	165,142
Executive Assistant	108,143	85,000	0	9,448	15,071	217,662
PB Total	191,103	138,000	0	16,630	37,071	\$ 382,804
<u>ISD</u>						
Administrative Services Manager III *	116,015	76,000	10,000	20,278	10,000	232,293
ISD Total	116,015	76,000	10,000	20,278	10,000	\$ 232,293
<u>MENTAL HEALTH (MH)</u>						
Administrative Services Manager I	79,321	38,000	20,000	21,246	0	158,567
MH Total	79,321	38,000	20,000	21,246	0	\$ 158,567
<u>REGISTRAR RECORDER COUNTY CLERK (RRCC)</u>						
Accounting Officer II *	75,905	0	20,000	20,524	50,000	166,429
RRCC Total	75,905	0	20,000	20,524	50,000	\$ 166,429
<u>AUDITOR CONTROLLER (A/C)</u>						
S&EB						
Principal Accountant	0	0	3,700	7,575	0	11,275
Supervising Accountant	0	0	10,000	14,833	0	24,833
Senior Accountant	0	0	22,584	40,936	20,000	83,520
S&S						
Travel Administrative Cost	0	0	0	1,000	2,000	3,000
Single Audit	0	0	0	15,000	50,000	65,000
A/C Total	0	0	36,284	79,344	72,000	\$ 187,627
<u>COUNTY COUNSEL</u>						
Principal/Senior County Counsel (4)	241,041	180,210	20,000	0	10,000	451,251
Environmental Legal Services	44,500	40,000	0	0	0	84,500
County Counsel Total	285,541	220,210	20,000	0	10,000	\$ 535,751

AGENDA ITEM G - ENCLOSURE

**LA-RICS
FY 2019-2020**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<u>INTERNAL SERVICES DEPARTMENT (ISD)</u>						
Information Technology Manager III	124,219	116,732	0	4,676	10,000	255,627
Sr. Telecom Systems Engineer (3)	361,012	206,049	0	0	10,000	577,061
Supervising Telecom System Engineer	108,710	107,817	0	0	0	216,527
Communication Tower & Line Supervisor (2)	181,336	115,005	0	0	0	296,341
Sr. Electronics Communications Technician (2)	147,352	145,207	0	10,000	0	302,559
ISD Total	922,629	690,810	0	14,676	20,000	\$ 1,648,115
<u>LOS ANGELES COUNTY FIRE (FR)</u>						
Fire Captain (2)	200,626	237,026	0	0	4,348	442,000
Fire Fighter Specialist (2)	180,873	180,127	0	0	15,000	376,000
FR Total	381,499	417,153	0	0	19,348	\$ 818,000
<u>LOS ANGELES COUNTY SHERIFF (LASD)</u>						
S&EB						
Lieutenant (1)	210,000	182,104	0	10,000	0	402,104
Sergeant (1)	151,587	159,580	0	0	7,877	319,044
Deputy (5)	621,466	521,511	0	28,534	0	1,171,511
S&EB Total						\$ 1,892,659
S&S						
Human Resources & Procurement Services	0	0	0	10,000	9,424	19,424
LASD Total	983,053	863,195	0	48,534	17,301	\$ 1,912,083
Total	3,481,261	2,547,665	292,558	283,000	364,000	6,968,483
Total Budgeted Project Team for FY 19-20						\$ 6,968,483
* These Positions are Underfills						

AGENDA ITEM G - ENCLOSURE

**LA-RICS
FY 2019-2020**

ADMIN AND OTHER CONTRACTORS		Maximum Contract Sum	Funding Source
Executive Director		232,000	50% BTOP & 50% Member Funded JPA
MISC County Contracts (DPW, CEO, CEO RED, RP, & ISD)		200,000	60% BTOP & 40% UASI/SHSGP
Total Admin and Other Contractors		\$ 432,000	
CONTRACTORS/CONSULTANTS		Maximum Contract Sum	Funding Source
Project Construction Management		6,115,729	BTOP
		3,603,000	UASI 17
		3,250,000	UASI 18
Broadband Engineering		404,000	BTOP
		245,000	LTE Admin
		245,000	Member Funded
Telecommunications & Devices Contractors		21,175,319	BTOP
		31,060,000	UASI 17
		29,891,000	UASI 18
		4,248,000	LTE Equipment Payment
Total Contractors/Consultants Services		\$ 100,237,048	
MEMBER FUNDED JPA OPERATIONS			Funding Source
Project Team		491,000	Member Funded
Travel & Training		40,000	Member Funded
Services & Supplies		60,000	Member Funded
Admin and Other Contractors		116,000	Member Funded
Miscellaneous		138,000	Member Funded
Capital Assets & Furniture		20,000	Member Funded
Other Charges		70,000	Member Funded
Lease & Other Services - Suite 100		120,000	Member Funded
Contractors/Consultants Services		245,000	Member Funded
Total Member Funded JPA Operations		\$ 1,300,000	
LMR ADMINISTRATIVE COST (MEMBER FUNDED)			Funding Source
Project Team & Professional Consultants		614,000	Member Funded
Services, Supplies, Travel, lease & Misc		236,000	Member Funded
Total LMR Administrative Cost		\$ 850,000	
LTE ADMINISTRATIVE COST (MEMBER FUNDED)			Funding Source
Project Team & Professional Consultants		528,000	Member Funded
Services, Supplies, Travel, lease & Misc		322,000	Member Funded
Total LTE Administrative Cost		\$ 850,000	
AT&T Business Agreement Services			Funding Source
Professional Consultants & Swap Services Providers		1,865,000	AT&T Business Agreement Services
Total AT&T Business Agreement Services		\$ 1,865,000	
LTE Equipment Payment			Funding Source
Telecommunications Contractor		4,248,000	LTE Equipment Payment
		\$ 4,248,000	

AGENDA ITEM G - ENCLOSURE



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

January 15, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 42 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 42 to Agreement No. LA-RICS 007 (Agreement) to contemplate a revised Acceptance Testing Plan and extend bridge warranty for certain equipment, resulting in a net decrease to the Maximum Contract Sum in the amount of \$6,445,029.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 42 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Modification to the scope of the Acceptance Test Plan and certain Pre-Installation Testing for a cost decrease in the amount of \$6,757,926.
 - b. Extend a bridge warranty until December 31, 2020 for certain Early Deployment/Specified Equipment bridging the warranty gap for this equipment until the LMR System enters into the Warranty Period for a cost increase in the amount of \$312,897.

2. Authorize a decrease to the Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,635 when taking the cost increases and decreases into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 42, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 42.

BACKGROUND

Acceptance Testing Plan

The Authority has been working closely with Motorola to reconcile the final LMR site and subsystem makeup to align with the LMR System redesign. As we approach finalizing the design, the work resulted in the need to reconcile the Acceptance Testing Plan and certain Pre-Installation Testing and revise costs accordingly to align with the final redesign.

Bridge Warranty

On June 4, 2015, your Board approved Amendment No. 12 to the Agreement to include a bridge warranty for Early Deployment/Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) purchased under previously approved Amendments to bridge the warranty gap. Further on July 31, 2018, Amendment No. 34 to the Agreement was approved by you Board to extend this warranty.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 42 to reconcile the Acceptance Testing Plan and extend the Bridge Warranty for certain equipment, all actions resulting in a net decrease to the Maximum Contract Sum in the amount of \$6,445,029.

Acceptance Testing Plan

Since the LMR Agreement's execution in 2013, the Acceptance Testing Plan has been static with the understanding that a reassessment and reconciliation would be required at some point prior to System Implementation. The Authority and Motorola have been working towards modifying the LMR Acceptance Testing Plan to align with the final redesign and site makeup of the LMR System. In connection with this reassessment and reconciliation of the Acceptance Testing Plan, Amendment No. 28 includes a reduction in the scope of work and corresponding costs which the Authority staff, Jacobs, and

Motorola collectively determined to be appropriate in light of the final LMR System redesign (e.g. modification of certain acceptance testing, such as the Functional Acceptance Test Plans (FATP), Special Operations Test (SOT) Plan, etc.).

Bridge Warranty

In accordance with your Board's approval on July 26, 2018 to extend the existing bridge warranty for certain Early Deployment/Specified Equipment to bridge the gap and ensure that the equipment is maintained during the buildout of the LMR System, it is necessary to request further extension of the bridge warranty until December 31, 2020.

Some of the LMR System Sites/Equipment will become permanent, operational, or demonstrate functionality/beneficial use prior to December 31, 2020. Further, the Early Deployment/Specified Equipment at these sites may be relocated and/or will be replaced by permanent site equipment. With respect to these permanent LMR System Sites, the LMR System Warranty shall take effect and replace the bridge warranty. This extension contemplates sites requiring bridge through December 2020. If there are LMR System Sites that still utilize the Early Deployment equipment after December 31, 2020, the Authority staff will return to your Board to request an additional extension of the bridge warranty for the remaining equipment.

Lastly, the revisions presented in Amendment No. 42 benefit the LMR project and are required for the completion of the LMR System.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 42 will result in a decrease to the Maximum Contract Sum \$6,445,029 from \$296,526,664 to \$290,081,635 when taking the recommended actions into consideration. All work contemplated in Amendment No. 42 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,

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

SCOTT EDSON
EXECUTIVE DIRECTOR

JA

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Enclosure

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Forty-Two (together with all exhibits, attachments, and schedules hereto, "Amendment No. 42") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of January _____, 2020, based on the following recitals:

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").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

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

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

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in

Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design)

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

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

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

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

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ($\$76,136 + \$46,696$), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

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

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

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

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

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

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from

\$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the

amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

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

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate

certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) reflect a modification to the scope of the Acceptance Testing

Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in this Amendment No. 42.

This Amendment No. 42 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 42, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 42 refer to sections of the Base Document, as amended by this Amendment No. 42.
2. Acceptance of Modified Acceptance Testing Plan. The parties agree and acknowledge the Contractor will perform the Acceptance Testing Plan (ATP) as modified in Attachment 1 to this Amendment No. 42 for a cost reduction in the amount of \$6,512,264. The ATP Work as modified will be performed in exchange for the amounts set forth in the relevant portions of Exhibit C (Schedule of Payments) contemplated and attached to this Amendment No. 42.
3. Reduction in Pre-Installation Testing Acceptance. The parties agree and acknowledge that certain Pre-Installation Testing Acceptance contemplated in Phase 3 (Supply LMR System Components) will be reduced by \$245,663 (3.5 percent) as contemplated in this Amendment No. 42 and Exhibit C.4 (Phase 3 – Supply LMR System Components), which is attached to this Amendment No. 42.
4. Amendments to the Base Document.
 - 4.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety Million, Eighty-One Thousand, Six Hundred Thirty-Five Dollars (\$290,081,635) which includes the Contract Sum and

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

- 4.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Two Million, Eight Hundred Eighty Thousand, Forty-Two Dollars (\$282,880,042). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

- 5.1 Exhibit B.1 (LMR System Specifications), in particular Section 4.2 (Acceptance Testing) of Exhibit B.1 (LMR System Specifications), is deleted in its entirety and replaced with the revised language contemplated in Attachment 1 (Revised Acceptance Testing) attached to this Amendment No. 42, which is incorporated herein by this reference.
- 5.2 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. 42 and incorporated herein by this reference. Exhibit C.1 (LMR System Payment Summary) is revised to reflect the payment revisions contemplated in this Amendment No. 42.
- 5.3 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components), which is attached to this Amendment No. 42 and incorporated herein by this reference. Exhibit C.4 (Phase 3 – Supply LMR System Components) is revised to reflect the reduction in certain Pre-Installation Testing Acceptance costs.
- 5.4 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation), which is attached to this Amendment No. 42 and incorporated herein by this reference. Exhibit C.5 (Phase 4 – LMR System Implementation) is revised to reflect reduction in costs in connection with the modified ATP.
- 5.5 Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]),

which is attached to this Amendment No. 42 and incorporated herein by this reference. Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) is revised to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks.

- 5.6 Exhibit C (Schedule of Payments) is revised to include Exhibit C.20 (LMR Bridge Warranty), which is attached to this Amendment No. 42 and incorporated herein by this reference. Exhibit C.20 is included to capture all associated Bridge Warranty costs in a single exhibit for consistency.
- 5.7 Exhibit D (LMR System Maintenance and Warranty), Section 9 (Bridge Warranty for Specified Equipment), is deleted in its entirety and replaced with the following:

9. Bridge Warranty for Specified Equipment

With respect to Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) pursuant to Amendment No. 12 and Amendment No. 34, Contractor will provide a built-in warranty that will meet the minimum requirements set forth in Exhibit D.2 (Statement of Work) or the most current version of the SOW, as determined by the Authority. This warranty period shall be renewed and shall commence on January 1, 2020 and continue until December, 31 2020, as set forth in Exhibit D.2.1 (Motorola Customer Support Plan). The Specified Equipment, including the equipment listed in this Section 9, Exhibit D.2.1 (Motorola Customer Support Plan), and Exhibit D.2.2 (Equipment Lists for FCCF and PLM) will be covered by the Warranty provisions of the Agreement, including this Exhibit D (LMR System Maintenance and Warranty). Contractor will perform service requests during the bridge warranty period as requested by the Authority, unless otherwise directed by the Authority. The price for this bridge warranty is set forth in Exhibit C.20 (LMR Bridge Warranty).

ITEM	SITE ID	SITE NAME	DESCRIPTION
1.	RIH	Rio Hondo	UHF ASR
2.	RHT	Rolling Hills Transmit	700 ASR
3.	JPk	Johnstone Peak	UHF ASR
4.	JPk	Johnstone Peak	700 ASR
5.	OAT	Oat Mountain	UHF ASR
6.	RHT	Rolling Hills Transmit	UHF ASR
7.	MMC	Mount McDill	UHF ASR
8.	VPK	Verdugo Peak County	700 ASR
9.	FCCF	Los Angeles County Fire Command and Control Facility	700 Downtown
10.	FCCF	Los Angeles County Fire Command and Control Facility	UHF Downtown
11.	CCT	Criminal Court (Foltz)	700 Downtown

ITEM	SITE ID	SITE NAME	DESCRIPTION
12.	CCT	Criminal Court (Foltz)	UHF Downtown
13.	SOW	System on Wheels	Entire SOW including 700 ASR
14.	SOW	System on Wheels	Entire SOW including UHF ASR
15.	STB	Station B	700 ASR
16.	STB	Station B	700 UHF ASR
17.	PLM	Palmdale Station	LMR CORE
18.	FCCF	Los Angeles County Fire Command and Control Facility	LMR CORE
19.	SCC	Los Angeles County Sheriff's Department Command Center	MCC7500
20.	FCCF	Los Angeles County Fire Command and Control Facility	MCC7500
21.	LA-RICS HQ	LA-RICS Headquarters	MCC7500

- 5.8 Exhibit D.2.1 (Motorola Customer Support Plan), is deleted in its entirety and replaced with Exhibit D.2.1 (Motorola Customer Support Plan) to reflect updated information which is incorporated herein by this reference.
6. This Amendment No. 42 shall become effective as of the date identified in the recitals, which is the date upon which:
- 6.1 An authorized agent of Contractor has executed this Amendment No. 42;
- 6.2 Los Angeles County Counsel has approved this Amendment No. 42 as to form;
- 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 42; and
- 6.4 The Executive Director of the Authority has executed this Amendment No. 42.
7. Except as expressly provided in this Amendment No. 42, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
8. Contractor and the person executing this Amendment No. 42 on behalf of Contractor represent and warrant that the person executing this Amendment No. 42 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 42, and that all requirements of Contractor to provide such actual authority have been fulfilled.
9. This Amendment No. 42 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

**AMENDMENT NUMBER FORTY-TWO
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. 42 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 42,322,029	\$ 3,124,069	\$ 39,197,960
Phase 2	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
Phase 3	\$ -	\$ 60,636,170	\$ 4,516,372	\$ 56,119,798
Phase 4	\$ -	\$ 21,653,892	\$ 2,102,017	\$ 19,551,875
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 168,304,838	\$ 14,002,343	\$ 154,302,495
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 168,304,838	\$ 14,002,343	\$ 210,201,013
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 552,003	\$ 55,200	\$ 496,803
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,391,230		\$ 1,391,230
SUBTOTAL	\$ 130,552,956	\$ 176,163,634	\$ 21,742,987	\$ 282,061,247
TOTAL CONTRACT SUM:	\$176,163,634			
LMR Discounts ^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$290,081,635			

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

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.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ -	\$ 483,224	\$ 241,792	\$ 381,450	\$ -	\$ 28,058	\$ -	\$ 1,134,524	\$ 113,452	\$ 1,021,072
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ -	\$ 1,351,696	\$ -	\$ 171,631	\$ -	\$ 36,032	\$ -	\$ 1,559,359	\$ -	\$ 1,559,359
B.3.2 to B.3.6	BRK	Blue Rock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ -	\$ 482,398	\$ 171,692	\$ -	\$ -	\$ 36,176	\$ -	\$ 690,266	\$ -	\$ 690,266
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ -	\$ 548,134	\$ 318,690	\$ 381,450	\$ -	\$ 51,596	\$ -	\$ 1,299,870	\$ 129,987	\$ 1,169,883
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ -	\$ 917,908	\$ 270,273	\$ 299,795	\$ -	\$ 39,605	\$ -	\$ 1,527,581	\$ 152,758	\$ 1,374,823
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ -	\$ 64,130	\$ -	\$ 1,146,032	\$ 114,603	\$ 1,031,429
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ -	\$ 917,311	\$ 145,772	\$ 296,409	\$ -	\$ 46,753	\$ -	\$ 1,406,245	\$ -	\$ 1,406,245
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFC09	CP 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp	\$ -	\$ -	\$ 372,867	\$ 74,338	\$ 85,268	\$ -	\$ 32,590	\$ -	\$ 565,063	\$ 56,506	\$ 508,557
B.3.2 to B.3.6	LAH	LA City Hall <small>(Note 4)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ -	\$ 548,133	\$ 271,717	\$ 381,450	\$ -	\$ 30,684	\$ -	\$ 1,231,986	\$ 123,199	\$ 1,108,787
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ -	\$ 31,324	\$ -	\$ 1,110,448	\$ 111,045	\$ 999,403
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ -	\$ 60,498	\$ -	\$ 1,066,973	\$ 106,697	\$ 960,276
B.3.2 to B.3.6	MTL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ -	\$ 30,352	\$ -	\$ 649,741	\$ -	\$ 649,741
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852
B.3.2 to B.3.6	OMC	Oat Mountain OMC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 432,751	\$ 146,308	\$ 376,943	\$ -	\$ 27,470	\$ -	\$ 983,472	\$ 26,127	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ -	\$ 524,774	\$ 365,910	\$ 297,006	\$ -	\$ 32,899	\$ -	\$ 1,220,589	\$ -	\$ 1,220,589
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ -	\$ 483,223	\$ 144,298	\$ 299,795	\$ -	\$ 54,116	\$ -	\$ 981,434	\$ 98,143	\$ 883,291
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPB	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ -	\$ 917,609	\$ 172,269	\$ 127,115	\$ -	\$ 28,417	\$ -	\$ 1,245,411	\$ 124,541	\$ 1,120,870
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,351	\$ 365,666	\$ 79,785	\$ -	\$ 21,676	\$ -	\$ 1,436,476	\$ -	\$ 1,436,476
B.3.2 to B.3.6	RPVE001	Rancho Palos Verde City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ -	\$ 525,073	\$ 232,167	\$ -	\$ -	\$ 45,368	\$ -	\$ 802,608	\$ 80,261	\$ 722,347
B.3.2 to B.3.6	SGH	Signal Hill ^(Note 9)	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak ^(Note 9)	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ -	\$ 30,636	\$ -	\$ 875,110	\$ 87,511	\$ 787,599
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 670,211	\$ 67,021	\$ 603,190
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak ^(Note 9)	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ -	\$ 39,457	\$ -	\$ 1,353,847	\$ 135,385	\$ 1,218,462
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ -	\$ 43,043	\$ -	\$ 881,773	\$ 47,040	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ -	\$ 482,445	\$ 241,169	\$ 296,341	\$ -	\$ 37,676	\$ -	\$ 1,057,631	\$ 105,763	\$ 951,868
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ -	\$ 482,412	\$ 74,451	\$ 85,265	\$ -	\$ 38,076	\$ -	\$ 680,207	\$ 68,021	\$ 612,186
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,560	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,890	\$ 27,289	\$ 245,601
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ -	\$ 482,411	\$ 145,877	\$ 297,675	\$ -	\$ 42,956	\$ -	\$ 968,920	\$ 96,892	\$ 872,028
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDG	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Equipment Subtotal			\$ -	\$ -	\$ 18,195,544	\$ 5,204,869	\$ 5,590,222	\$ -	\$ 1,322,197	\$ -	\$ 30,983,051	\$ 2,074,030	\$ 28,909,021
ADDITIONAL SITES (AMENDMENT NO. 10)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
B.3.2 to B.3.6	BCHCPRK	Beverly Hills Coldwater Canyon Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF136	FS 136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	L.A. City Hall East ^(Note 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 17)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ -	\$ 10,714	\$ 144,298	\$ 296,341	\$ -	\$ 33,298	\$ -	\$ 484,651	\$ 48,465	\$ 436,186
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ 700,610	\$ 359,241	\$ -	\$ -	\$ 49,600	\$ -	\$ 1,109,451	\$ 110,945	\$ 998,506
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ -	\$ 11,540	\$ 342,483	\$ 382,524	\$ -	\$ 43,713	\$ -	\$ 780,260	\$ 78,026	\$ 702,234
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ 483,224	\$ 76,785	\$ 130,106	\$ -	\$ 44,353	\$ -	\$ 734,468	\$ 73,447	\$ 661,021
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ -	\$ 176,493	\$ 74,451	\$ 83,473	\$ -	\$ 105,885	\$ -	\$ 440,302	\$ 44,030	\$ 396,272
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ 548,134	\$ -	\$ -	\$ -	\$ 27,795	\$ -	\$ 575,929	\$ 57,593	\$ 518,336
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ -	\$ 154,395	\$ 144,298	\$ 382,884	\$ -	\$ 89,241	\$ -	\$ 770,818	\$ 77,082	\$ 693,736
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ -	\$ 547,298	\$ 504,306	\$ 299,795	\$ -	\$ 73,460	\$ -	\$ 1,424,857	\$ 142,486	\$ 1,282,371
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 91,168	\$ -	\$ 672,689	\$ -	\$ 672,689
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ 307,575	\$ 27,643	\$ 80,834	\$ -	\$ 44,353	\$ -	\$ 460,405	\$ 46,041	\$ 414,365
B.3.2 to B.3.6	PWT	Porthead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County) ^(Note 9)	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 163,600	\$ -	\$ 49,600	\$ -	\$ 992,105	\$ 26,703	\$ 965,402
Subtotal for Additional Sites (Amendment No. 17)			\$ -	\$ -	\$ 4,976,181	\$ 2,240,058	\$ 1,907,584	\$ -	\$ 795,096	\$ -	\$ 11,626,621	\$ 926,808	\$ 10,699,813
ADDITIONAL SITE (AMENDMENT NO. 21)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2			\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 10,714	\$ 271,717	\$ 299,795	\$ -	\$ 43,712	\$ -	\$ 625,939	\$ 62,594	\$ 563,345
ADDITIONAL SITES (AMENDMENT NO. 25)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BHS	Baldwin Hills County	\$ -	\$ -	\$ 1,002,901	\$ 163,066	\$ -	\$ -	\$ 79,826	\$ -	\$ 1,245,793	\$ 124,579	\$ 1,121,214
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38	\$ -	\$ -	\$ 153,569	\$ 146,308	\$ 297,675	\$ -	\$ 63,231	\$ -	\$ 660,783	\$ 66,078	\$ 594,705
B.3.2 to B.3.6	RPV1	Rancho Palos Verdes	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 28,417	\$ -	\$ 205,609	\$ 20,561	\$ 185,048
Subtotal for Additional Sites (Amendment No. 25)			\$ -	\$ -	\$ 1,333,662	\$ 309,374	\$ 297,675	\$ -	\$ 171,474	\$ -	\$ 2,112,185	\$ 211,219	\$ 1,900,967
ADDITIONAL SITE (AMENDMENT NO. 26)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	LAN	Lancaster							\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
Subtotal for Additional Site (Amendment No. 26)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
ADDITIONAL SITES (AMENDMENT NO. 27)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BKK	BKK Landfill			\$ 218,743	\$ 35,341	\$ -		\$ 44,353		\$ 298,437	\$ 29,844	\$ 268,593
B.3.2 to B.3.6	UCLA	UCLA (Factor Building)			\$ 240,747				\$ 38,076		\$ 278,823	\$ 27,882	\$ 250,941
Subtotal for Additional Sites (Amendment No. 27)			\$ -	\$ -	\$ 459,490	\$ 35,341	\$ -	\$ -	\$ 82,429	\$ -	\$ 577,260	\$ 57,726	\$ 519,534
ADDITIONAL SITES (AMENDMENT NO. 29)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	POM	Pomona Courthouse	\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252		\$ 757,744	\$ 75,774	\$ 681,970
Subtotal for Additional Sites (Amendment No. 29)			\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252	\$ -	\$ 757,744	\$ 75,774	\$ 681,970

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13, 14,15)</small>	DTVRS	ACVRS	LARTCS	NMDN <small>(Note 17)</small>	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum - Total Payable Amount for Phase 3 <small>(Note 1, 3, 8, 16)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 30)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	UNIV	Universal Studios	\$ -	\$ -	\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076		\$ 671,478	\$ 67,148	\$ 604,330
Subtotal for Additional Sites (Amendment No. 30)			\$ -	\$ -	\$ 548,134	\$ -	\$ 85,268	\$ -	\$ 38,076	\$ -	\$ 671,478	\$ 67,148	\$ 604,330
NMDM (AMENDMENT NO. 32 AND AMENDMENT NO. 39)													
B.3.2 to B.3.6		Equipment Delivery <small>(Note 17)</small>											
B.3.2 to B.3.6		Narrowband Mobile Data Network (NMDN)									\$ 2,044,988	\$ 204,499	\$ 1,840,489
Subtotal for NMDM (Amendment No. 32)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,044,988	\$ 204,499	\$ 1,840,489
ADDITIONAL SITES (AMENDMENT NO. 34)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	INDWT	Industry Water Tank	\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324		\$ 452,811	\$ 45,281	\$ 407,530
Subtotal for Additional Sites (Amendment No. 34)			\$ -	\$ -	\$ 218,743	\$ 202,744	\$ -	\$ -	\$ 31,324	\$ -	\$ 452,811	\$ 45,281	\$ 407,530
ADDITIONAL SITES (AMENDMENT NO. 35)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	WWY	Winding Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL SITES (AMENDMENT NO. 36)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	SPH	San Pedro Hill	\$ -	\$ -	\$ 479,002				\$ 44,353		\$ 523,355	\$ 52,336	\$ 471,020
Subtotal for Additional Sites (Amendment No. 36)			\$ -	\$ -	\$ 479,002	\$ -	\$ -	\$ -	\$ 44,353	\$ -	\$ 523,355	\$ 52,336	\$ 471,020
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.4.6		FCC Licensing <small>(Note 6)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,262,102	\$ 226,210	\$ 2,035,891
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,452	\$ 72,045	\$ 648,407
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 932,474	\$ 93,247	\$ 839,226
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,747	\$ 24,575	\$ 221,172
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,854	\$ 24,185	\$ 217,668
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,370,645	\$ 237,065	\$ 2,133,581
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)

EXHIBIT C.4 - SCHEDULE OF PAYMENTS

PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN <i>(Note 17)</i>	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8, 16)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
Base.22.3.2		Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041		\$ 474,041
		Total Lease Costs for Phase 3 - Supply LMR System Components		N/A \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total for Phase 3 - Supply LMR System Components:			\$ -	\$ -	\$ 26,922,797	\$ 8,467,301	\$ 8,180,544	\$ -	\$ 2,625,341	\$ -	\$ 60,636,170	\$ 4,516,372	\$ 56,119,798

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Credit in the amount of \$547,158 for LAH was moved to LAHE in Amendment No. 10 for recordkeeping purposes.

Note 5: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 11 to reflect the a credit in the amount of \$547,158 that was moved from LAH to LAHE in Amendment No. 10.

Note 6: Pursuant to Amendment No. Twelve, effective August 27, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 12 to shift FCC Licensing costs to Phase 1, in the amount of \$284,041.

Note 7: Pursuant to Amendment No. Sixteen, effective December 23, 2015, the Authority removed thirty-one (31) LMR System Sites for Phase 1. As such, Credits were realized in the amount of \$1,132,374. However, adding seventeen (17) new LMR System Sites to Phase 1 in the amount of \$635,537 will be taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and shall be reflected in the Whitaker Middle Peak site in Phase 3. The remaining Credit balance of \$363,599 is reserved for use for a future replacement site(s).

Note 8: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 3 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 3, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 9: Pursuant to Amendment No. Seventeen, a credit in the amount of \$1,002,901 was transferred from Baldwin Hills (BAH) to Saddle Peak (SPN); a credit in the amount of \$547,298 was transferred from Mount Lukens (MTL) to Signal Hill (SGH); a credit in the amount of \$522,426 was transferred from Verdugo Peak City (VPC) to Verdugo Peak County (VPK); and a credit in the amount of \$547,158 was transferred from LA City Hall East (LAHE) to Topanga Peak (TOP).

Note 10: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

Note 11: Pursuant to Amendment No. Twenty-One, credit in the amount of \$563,761 from CPK was moved to BUR1, credit in the amount of \$943,771 from MLM was moved to MTL2, credit in the amount of \$181,525 from OAT was moved to LPC, credit in the amount of \$497,000 from SDW was moved to SUN, credit in the amount of \$547,298 from SGH was moved to MML, credit in the amount of \$547,158 from TOP was moved to FRP, credit in amount of \$497,000 from TPK was moved to MDI.

Note 12: Pursuant to Amendment No. Twenty-Two, credit in the amount of \$248,500 from MMC was moved to BJM and credit in the amount of \$248,000 from MMC was moved to TWR; credit in the amount of \$471,732 from RIH was moved to CPK and credit in the amount of \$471,732 from RIH was moved to DPK; credit in the amount of \$501,450 from SPN was moved to MIR and credit in the amount of \$501,451 from SPN was moved to TPK.

Note 13: Pursuant to Amendment No. Twenty-Four, credit in the amount of \$482,444 from MVS was moved to LEPS and credit in the amount of \$501,451 from TPK was moved to LACDEL.

Note 14: Pursuant to Amendment No. Twenty-Five, credit in the amount of \$501,451 from LACFDEL was moved to DPK; credit in the amount of \$496,165 from WTR was moved to FRP and \$396,000 from WTR was moved to GMT. Credit in the amount of \$496,165 from WMP was moved to JPK2 and credit in the amount of \$363,599 from WMP was moved to MTL2.

Note 15: Pursuant to Amendment No. Twenty-Six, credit in the amount of \$200,000 from BUR1 was moved to DPK, credit in the amount of \$363,761 from BUR1 was moved to ENCL. Credit in the amount of \$285,000 from JPK2 was moved to SUN, credit in the amount of \$440,000 from JPK2 was moved to TWR, and credit in the amount of \$268,165 from JPK2 was moved to WS1. Credit in the amount of \$181,525 from LPC was moved to H-17A. Credit in the amount of \$300,000 from MDI was moved to MIR, credit in the amount of \$600,000 from MDI was moved to PDC, and credit in the amount of \$141,634 from MDI was moved to PWT. Credit in the amount of \$547,298 from MML was moved to BJM. Credit in the amount of \$943,771 from MTL2 was moved to RIH and credit in the amount of \$363,599 from MTL2 was moved to RIH. Credit in the amount of \$480,139 from PRG was moved to PMT.

Note 16: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

Note 17: Pursuant to Amendment No. Thirty-Two, the per site NMDN costs contemplated in Phase 3 and Phase 4, have moved to a single line item in the amount of \$2,764,123, resulting Discounts in the amount of \$582,086 have been captured in Exhibit C.15 (LMR Discounts), which will be applied at the discretion of the Authority.

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 212,175	\$ 21,217	\$ 190,957
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 126,074	\$ 12,607	\$ 113,466
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 89,559	\$ 8,956	\$ 80,603
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 159,211	\$ 15,921	\$ 143,290
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 128,164	\$ 12,816	\$ 115,348
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 149,618	\$ 14,962	\$ 134,656
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 158,493	\$ 15,849	\$ 142,644
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 59,918	\$ 5,992	\$ 53,926
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 195,598	\$ 19,560	\$ 176,038
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 105,662	\$ 10,566	\$ 95,096
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 164,568	\$ 16,457	\$ 148,111
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 62,401	\$ 6,240	\$ 56,161
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 184,539	\$ 18,454	\$ 166,085
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 152,044	\$ 15,204	\$ 136,839
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 133,631	\$ 13,363	\$ 120,268
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 139,955	\$ 13,996	\$ 125,960
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 134,625	\$ 13,462	\$ 121,162
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 103,786	\$ 10,379	\$ 93,407
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 117,679	\$ 11,768	\$ 105,911
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 130,041	\$ 13,004	\$ 117,037
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 126,555	\$ 12,655	\$ 113,899
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 136,015	\$ 13,602	\$ 122,414
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 115,604	\$ 11,560	\$ 104,044
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 77,769	\$ 7,777	\$ 69,993
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 116,681	\$ 11,668	\$ 105,013
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 4 <small>(Note 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail				\$ -	\$ -	\$ 3,932,620	\$ 393,262	\$ 3,539,358
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFI36	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 95,136	\$ 9,514	\$ 85,622
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 112,840	\$ 11,284	\$ 101,556
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 89,001	\$ 8,900	\$ 80,101
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 194,565	\$ 19,457	\$ 175,109
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 101,683	\$ 10,168	\$ 91,515
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 61,062	\$ 6,106	\$ 54,956
3223	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 85,601	\$ 8,560	\$ 77,041
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 205,692	\$ 20,569	\$ 185,123
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 147,781	\$ 14,778	\$ 133,003
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 111,498	\$ 11,150	\$ 100,348
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 92,909	\$ 9,291	\$ 83,618
B.4.2.2	PWT	Portshhead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 117,047	\$ 11,705	\$ 105,342
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 1,785,350	\$ 178,535	\$ 1,606,815
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 131,347	\$ 13,135	\$ 118,212
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 131,347	\$ 13,135	\$ 118,212
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ 104,318	\$ 10,432	\$ 93,886
B.4.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ -	\$ 148,928	\$ 14,893	\$ 134,035
B.4.2.2	RPV1	Rancho Palos Verdes		\$ -	\$ -	\$ 43,428	\$ 4,343	\$ 39,085
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 296,674	\$ 29,667	\$ 267,007
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	LAN	Lancaster		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BKK	BKK Landfill				\$ 68,467	\$ 6,847	\$ 61,620
B.4.2.2	UCLA	UCLA (Factor Building)				\$ 60,771	\$ 6,077	\$ 54,694
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 129,238	\$ 12,924	\$ 116,314
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	POM	Pomona Courthouse				\$ 104,593	\$ 10,459	\$ 94,134
Subtotal for Additional Sites (Amendment No. 29)				\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	UNIV	Universal Studios				\$ 73,533	\$ 7,353	\$ 66,180
Subtotal for Additional Sites (Amendment No. 30)				\$ -	\$ -	\$ 73,533	\$ 7,353	\$ 66,180

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 4 <small>(Note 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 34)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	INDWT	Industry Water Tank				\$ 60,655	\$ 6,066	\$ 54,590
Subtotal for Additional Sites (Amendment No. 34)				\$ -	\$ -	\$ 60,655	\$ 6,066	\$ 54,590
ADDITIONAL SITES (AMENDMENT NO. 35)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)				\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL SITES (AMENDMENT NO. 36)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	SPH	San Pedro Hill				\$ 74,490	\$ 7,449	\$ 67,041
Subtotal for Additional Sites (Amendment No. 36)				\$ -	\$ -	\$ 74,490	\$ 7,449	\$ 67,041
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	Included in Phase 3		
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	Included in Phase 3		
B.4.3		Training		\$ -	\$ -	Included		
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	Included		
B.4.2		Acceptance Testing	1	\$ -	\$ -			
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 458,404	\$ 45,840	\$ 412,563
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 10,000	\$ 1,000	\$ 9,000
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -			
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 578,294	\$ 57,829	\$ 520,465
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 518,349	\$ 51,835	\$ 466,514
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 444,299	\$ 44,430	\$ 399,869
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 222,150	\$ 22,215	\$ 199,935
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 62,250	\$ 6,225	\$ 56,025
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -			
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 196,344	\$ 19,634	\$ 176,709
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 52,893	\$ 5,289	\$ 47,603
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ -	\$ -	\$ -
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,503	\$ 1,024,150	\$ 9,217,353
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 21,653,892	\$ 2,102,017	\$ 19,551,875

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.

Note 5: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 4 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 4, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 6: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.

Note 7: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

Note 8: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

Note 9: Pursuant to Amendment No. Thirty-Two, the per site NMDM costs contemplated in Phase 3 and Phase 4, have moved to a single line item in the amount of \$2,764,123. Resulting Discounts in the amount of \$582,086 have been captured in Exhibit C.15 (LMR Discounts), which will be applied at the discretion of the Authority.

SCHEDULE OF PAYMENTS

EXHIBIT C.16 - LMR MITIGATION MONITORING AND REPORTING PLAN (MMRP)

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Sites	Task/Measure	Deliverable	Contract Sum - Payable Amount
LMR MITIGATION MONITORING AND REPORTING PLAN (MMRP)				
A.1.9.1	All Sites	MMRP	MMRP	\$ 64,881
Subtotal Not-to-Exceed Cost for LMR MMRP Task 1:				\$ 64,881
A.1.9.2	All Sites	WEAP	WEAP	\$ 74,250
Subtotal for Not-to-Exceed Cost LMR MMRP Task 2:				\$ 74,250
A.1.9.3		Monitoring, Surveys and Reporting	Full Day	\$ 2,276,818
A.1.9.3		Monitoring, Surveys and Reporting	Half Day	
A.1.9.3		Monitoring, Surveys and Reporting	Native American	
A.1.9.3		Monitoring, Surveys and Reporting	N.A Spot Check	
A.1.9.3		Monitoring, Surveys and Reporting	Weekly Reports	
Subtotal Not-to-Exceed Cost for LMR MMRP Task 3:				\$ 2,276,818
Subtotal Not-to-Exceed Cost for LMR MMRP Task 1, 2, and 3:				\$ 2,415,949
A.1.9.4.1		Contingency Task 1	Bio MM 18 results in BIO MM 8	\$ 496,407
A.1.9.4.2		Contingency Task 2	AQ MM 1 results in AQ Monitoring	
A.1.9.4.3		Contingency Task 3	CUL 3, 4, 7 inadvertent discoveries	
A.1.9.4.4		Contingency Task 4	FAA, USFS Paleo Contingency	
A.1.9.4.5		Contingency Task 5	Sample, collect, curate paleontological materials	
Subtotal Not-to-Exceed Cost for LMR MMRP Contingencies:				\$ 496,407
TOTAL NOT-TO-EXCEED COST FOR LMR MITIGATION MONITORING AND REPORTING PLAN:				\$2,912,356

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Task/Deliverable ^{Note 1}	Unit Rate
A.1.9.3	Monitoring, Surveys and Reporting (full day, inclusive of travel-related Other Direct Costs)	\$ 1,100.00
A.1.9.3	Monitoring, Surveys and Reporting (half day, inclusive of travel-related Other Direct Costs)	\$ 550.00
A.1.9.3	Native American Monitoring (full day, inclusive of travel-related Other Direct Costs)	\$ 726.00
A.1.9.3	Native American Spot Checks (inclusive of travel-related Other Direct Costs)	\$ 363.00

NOTE 1: The MMRP Work will be invoiced monthly at the Unit Rates set forth in this Exhibit C.16 until the Not-to Exceed amount is reached. In the event that the Not-to-Exceed amount nears depletion, and the Authority, in its sole discretion, determines a need to increase the MMRP Work, an Amendment will be prepared, mutually agreeable to both parties, in accordance with the Agreement.

SCHEDULE OF PAYMENTS

EXHIBIT C.20 - LMR BRIDGE WARRANTY

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Sites	Deliverable	Contract Sum - Payable Amount
Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 12)			
		SOW	\$ 57,720
		UHF Stations	\$ -
		700 MHz Stations	\$ -
		Satellite Terminal	\$ -
		PTP800 Backhaul	\$ -
		Motobridge	\$ -
		Station B	\$ 44,853
		UHF Stations	\$ -
		700 MHz Stations	\$ -
		Trailer	\$ -
		Satellite Terminal	\$ -
		PTP800 Backhaul	\$ -
		Motobridge	\$ -
		Early Equipment Shipment	\$ 351,772
		Core 1 & Repeater Sites	\$ -
		Core 2 Equipment	\$ 189,992
Base.22.3.2		Performance Bond for Specified Equipment Bridge Warranty	\$ 3,196
Total for Specified Equipment Bridge Warranty:			\$ 647,533
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 34)			
		Bridge Warranty Extension for the Early Deployment/Specified Equipment (Through 12/31/2019)	\$ 430,800
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:			\$ 430,800
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 42)			
		Bridge Warranty Extension for the Early Deployment/Specified Equipment (Through 12/31/2020)	\$ 312,897
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:			\$ 312,897
TOTAL FOR ALL LMR BRIDGE WARRANTY			\$1,391,230

4.2. Acceptance Testing

Task B.4.2: General Specifications.

The following Subtasks will be performed for Task B.4.2 (General Specifications):

4.2.1. General Specifications

- 4.2.1.1. The Contractor will allow the Authority to witness and validate testing process for all tests.
- 4.2.1.2. For all tests both spectrums (T-Band and 700 MHz) must be tested independently and both spectrums must pass all tests.
- 4.2.1.3. Prior to Final LMR System Acceptance, the LMR System will pass a series of tests which at a minimum include those described in this Section 4.2 to clearly and definitively demonstrate that:
- 4.2.1.4. The entire LMR System meets or exceeds all the Specifications in this Exhibit B (LMR System Specifications);
- 4.2.1.5. The equipment is correctly installed, fully functional, has been configured in an optimal manner, and will perform at the required levels of service or better.
- 4.2.1.6. The LMR System will not be eligible for Final LMR System Acceptance until all Acceptance Tests have been completed successfully.
- 4.2.1.7. Contractor will provide the baseline Acceptance Test Plan for Design Review to develop a comprehensive plan for conducting the Acceptance Tests (Acceptance Test Plan or ATP) for Authority review and approval.
- 4.2.1.8. The Contractor will submit an updated, finalized ATP as part of Design Review.
- 4.2.1.9. The Authority's representatives will witness all Acceptance Tests in order to validate all testing is performed according to the Specifications in the ATP.
- 4.2.1.10. For all Acceptance Testing, the Authority has the sole discretion to halt the testing at any point, if deemed necessary.
- 4.2.1.11. The Contractor will supply all personnel, automobiles, and test equipment necessary to carry out the Acceptance Tests. LA-RICS will supply witnesses for the tests, but not test equipment. Specialized vehicles and personnel to operate them will be supplied by LA-RICS at the time of acceptance testing, i.e. boats, marine vehicles, aircraft, and designated personnel to operate these vehicles.
- 4.2.1.12. Test equipment will be properly calibrated and provide records of the most recent calibration to the Authority.

- 4.2.1.13. In the event of a failure of any Acceptance Test, the Contractor will immediately determine the cause of the failure. The Contractor then will repair any defective work and replace or repair any defective materials. The Contractor will document and submit the cause and remediation of the failed test. After remediation the Contractor will repeat the portion of the Acceptance Test that failed. The procedures relating to failed Acceptance Testing are further described in this Contract Agreement.
- 4.2.1.14. Upon the successful completion of any test, the Authority's representative witnessing the test and the Authority's project manager will sign their concurrence that the test was successful.
- 4.2.1.15. At the completion of any test, successful or unsuccessful, the Contractor will record all test data in a mutually agreed format (test report) and submit copies to the Authority.
- 4.2.1.16. The test report(s) will include all samples taken as well as a record of all failures and the corrective action taken.
- 4.2.1.17. Tests will be conducted at a time and date approved by the Authority in the Integrated Master Schedule (IMS).
- 4.2.1.18. Site/facility access will be coordinated in advance with the Authority.
- 4.2.1.19. Tests will be conducted on the currently installed system software, firmware, and equipment releases at the time the acceptance test is performed.
- 4.2.1.20. Each individual piece of equipment will be tested before being connected to other devices (e.g., the base station will be tested against published manufacturer specifications to provide correct operation prior to being connected to the system link).
- 4.2.1.21. A checklist for each major component of the LMR System will be designed during the Design Review process. It is intended to demonstrate that the LMR System has been installed correctly and is ready to enter the next testing phase. The checklist can be completed as the installation progresses or immediately preceding entry to the Acceptance Test period. The document will be provided as supporting evidence of the readiness to begin the official Acceptance testing.
- 4.2.1.22. If coverage testing occurs during a period of time when foliage on trees is not at its peak, the Contractor will work with the Authority to identify a mutually agreeable RF loss to be associated with foliage.
- 4.2.1.23. Contractor will conduct intermodulation testing and receiver desensitization on all installed LMR System components to assure no intra-system interference. Inter-system and collocated receiver desensitization will be tested only when LA-RICS LMR to 3rd party system interference/desensitization is suspected. The Contractor will mitigate any interference created by the LMR System. Contractor

will not be responsible for inadequately filtered or unfiltered 3rd party receive systems.

4.2.1.24. Voice Radio subsystem coverage, and NMDN coverage will be tested separately.

4.2.2. Installation Test

Task B.4.2.2: Installation Test.

The following Subtasks will be performed for Task B.4.2.2 (Installation Test):

- 4.2.2.1. Installation Test will consist of verifying manufacturer recommended installation functionality and configuration of all equipment at a given location. Contractor will provide a sample Installation Test Plan for all sites (existing and new).
- 4.2.2.2. A birth certificate consisting of a checklist designed to demonstrate that the equipment has been installed and is operating correctly will be completed for each piece of user equipment installed.
- 4.2.2.3. Installation Test will be considered successfully completed upon compliance with a mutually agreed upon site audit checklist. All Specifications are met at all of the locations when these Specifications are successfully demonstrated as part of the site audit.
- 4.2.2.4. Individual equipment tests will be based upon the published manufacturer specifications.

Deliverable B.4.2.2: Contractor will perform Subtasks 4.2.1 and 4.2.2 and Complete Installation Test Acceptance by Site for All Sites.

4.2.3. Functional Testing

Task B.4.2.3: Functional Testing.

- 4.2.3.1. The following Subtasks will be performed for Task B.4.2.3 (Functional Testing): Functional testing will be performed in accordance with the IMS. Tests will be conducted according to the agreed Functional Acceptance Test Plan. Reference attached LA-RICS Functional ATP_2019-08-22.pdf for contracted functional acceptance test demonstrations.
- 4.2.3.2. Functional Testing will consist of demonstrating the correct operation for all components provided as well as any Baseline System Interfaces to the LMR System.
- 4.2.3.3. The Functional Testing will demonstrate that the LMR System can recover from numerous faults as well as the expected operation when failures are induced (e.g., unexpected commercial power failure, base station power supply(s) removed, antenna failure, shelter environmental failure).

- 4.2.3.4. For each component, the Contractor will demonstrate the correct operation of the component based on the manufacturers published specifications and instructions.
- 4.2.3.5. The Contractor will document the bit-error correction functionality on both the mobile and base stations.
- 4.2.3.6. The Contractor will demonstrate each level of fallback on the installed equipment at FCCF as part of the Functional Testing. This single site will be considered adequate testing for other site's subsystems not formally tested. Contractor will provide an updated functional ATP (TBD).
- 4.2.3.7. Functional Testing will be considered successfully completed if all tests successfully pass.
- 4.2.3.8. The Contractor will demonstrate every feature specified in the ATP, and upon request of The Authority, other functions or features provided by the installed system, even if the feature or function being provided was not specifically called out in this Exhibit B (LMR System Specifications). Any additional features or functions will be demonstrated outside of the ATP.

Deliverable B.4.2.3: Functional Test Acceptance

4.2.4. LA-RICS Special Operational Test

Task B.4.2.4: LA-RICS Special Operational Test.

The Special Operations Test will be conducted according to the agreed Functional Acceptance Test Plan.

- 4.2.4.1. The following Subtasks will be performed for Task B.4.2.4 (LA-RICS Special Operational Test): General Specifications
 - 4.2.4.1.1. The Contractor will initially build out all systems/subsystems proposed, based on the Final Detailed Design, to provide a complete solution for the East Los Angeles service area. A map of the specific area will be provided prior to the test.
 - 4.2.4.1.2. The Operational Test System will be built out using original components that were successfully tested as part of the FAT (Factory Acceptance Test). Used or Demo components will not be used as part of the Operational Test.
 - 4.2.4.1.3. The use of Disaster Recovery equipment, such as rapid deployment sites, will be acceptable for use during the Operational Test on a limited basis (e.g., use of a rapid deployment site for cell to cell roaming), provided this equipment was tested during the FAT (Factory Acceptance Test). The Authority will approve the use of rapid deployment sites prior to the beginning of the Operational Tests.

- 4.2.4.1.4. The Operational Test System will consist of a minimum of two (2) permanent sites to support testing of site-to-site roaming operation.
- 4.2.4.1.5. The Operational Test will consist of a minimum of two (2) cells to support testing of cell-to-cell/ASR roaming.
- 4.2.4.1.6. All features and functionality of the LMR System will be available for testing during the Operational Test. For functions and features that are not available at the time of SOT, Contractor shall perform prior to final System Acceptance.
- 4.2.4.1.7. Prior to the start of deploying users on the Test System all Acceptance Test for the components involved with the testing (other than the burn-in test) must have been successfully completed.
- 4.2.4.1.8. The successful completion of the Acceptance Testing for the Operational Test will consist of a mutually agreed upon Functional and Coverage verification for the defined Operational Test area.
- 4.2.4.1.9. The Contractor will provide an Operational Test Acceptance Test Plan during Design Review.
- 4.2.4.1.10. Upon successful completion of testing, the users will begin using the LMR System for thirty (30) calendar days.
- 4.2.4.1.11. Upon successful completion of the thirty (30) day test, all components used during the test will become a permanent part of the overall LMR System.
- 4.2.4.1.12. The test will include all field units assigned to the test area.
- 4.2.4.1.13. Any deficiencies which surface during the test period will result in an extension of the test period for a time agreeable to the Contractor and the Authority. The severity of the fault, as defined in the Burn-in test, will determine the length of the retest.
- 4.2.4.1.14. In no case will the retest period be less than fifteen (15) calendar days.
- 4.2.4.1.15. The Authority requires practical demonstration of the stress test (Test 3.1 in the ATP Document) on the Downtown 700 cell of the DTVRS.
- 4.2.4.1.16. The Contractor will describe in detail how the projected maximum load value was calculated. This will include a spreadsheet type document that allows for likely variables such as message size, frequency, etc. to be adjusted and the calculations to be automatically updated.
- 4.2.4.1.17. The Contractor will describe in detail how simultaneous DTVRS and NMDN subscriber equipment log on will affect the operation of the LMR System (e.g., start of work shift, school buses logging on in morning and afternoon).

- 4.2.4.1.18. Contractor shall state the maximum number of simultaneous logons the LMR System can process.
- 4.2.4.1.19. Contractor will provide a description of the impact on the LMR System when the number of logons exceeds the LMR System's capability to process users.
- 4.2.4.1.20. The Contractor will demonstrate the simultaneous subscriber equipment log on will not cause LMR System degradation to the users already on the network or cause delays to log on process.
- 4.2.4.1.21. The duration of the peak load testing will be eight (8) hours.
- 4.2.4.1.22. Success for the Peak Load Test component will be defined as meeting the analysis of Section 1.3.2 of Exhibit B (LMR System Specifications).
- 4.2.4.1.23. Successful completion of the Operational Test will be defined as being able to run for 30 calendar days without a Major or Minor failure that is disruptive to the Operational Test. The definitions of Major and Minor faults and the process for successful completion are set forth in this Agreement.
- 4.2.4.1.24. The Contractor will incorporate the Operational Test into the overall Project Schedule as a project milestone.

Deliverable B.4.2.4: Special Operations Test Acceptance.

4.2.5. Voice System Testing

Task B.4.2.5: Voice System Testing

- 4.2.5.1. ~~The following Subtasks will be performed for Task B.4.2.5 (Voice System Testing): Voice infrastructure components and all voice subscriber equipment will have been subjected to testing as defined in the most current version of the standard, APCO Project 25 Interoperability Testing for Voice Operation in Trunked Systems, published as TIA-102.CABC and the current version of Analog narrowband testing.~~
- 4.2.5.2. ~~The Contractor will provide the Authority all Supplier's Declaration of Compliance (SDoCs) forms prior to commencement of Factory Acceptance Testing.~~
- 4.2.5.3. ~~The Contractor will demonstrate that its infrastructure and subscribers are in full compliance with P-25 specifications for Phase 1 and Phase 2. This testing will include demonstrating multiple vendors' subscribers operating on the infrastructure. If applicable, the Contractor will demonstrate all subsystem Baseline System Interfaces and subscriber functionality operating in APCO Project 25 Phase 2 mode.~~

- 4.2.5.4. ~~The Contractor will demonstrate the ability of the system to automatically transfer between Phase 1 and Phase 2, P25 mode according to the subscriber units operating on the LMR System.~~
- 4.2.5.5. ~~UHF T Band and 700 MHz channels will be tested as part of the DTVRS voice radio subsystem testing. Contractor will describe how they will test the system capacity independently on UHF T Band and 700 MHz.~~

Deliverable B.4.2.5: Voice System Test Acceptance.

4.2.6. Stress Test

Task B.4.2.6: Stress Test.

The Stress Test will be conducted according to the agreed Functional Acceptance Test Plan Section 3.1. Reference attached LA-RICS Functional ATP_2019-08-22.pdf for contracted Stress Test demonstration.

The following Subtasks will be performed for Task B.4.2.6 (Stress Test):

- 4.2.6.1. A Stress Test will be conducted on a local site/simulcast cell level to verify the performance of the LMR System. The Contractor will develop a stress test procedure that is acceptable to the Authority. For applicable stress test see accelerated ATP document 3.1.
- 4.2.6.2. During the Stress Test, the use of an automated load generation application will be acceptable to simulate some of the load, provided the tool can accurately model the projected load including realistic talk duration and transmission frequency. If simulation is utilized, there must also be some live users performing the test. The Authority requires practical demonstration of the stress test (Test 3.1 in the ATP Document) on the Downtown cell of the DTVRS 700.

Deliverable B.4.2.6: Stress Test Acceptance.

4.2.7. Voice Radio Subsystem Coverage Test General Specifications

Task B.4.2.7: Voice Radio Subsystem Coverage Test General Specifications.

The following Subtasks will be performed for Task B.4.2.7 (Voice Radio Subsystem Coverage Test General Specifications):

Voice Radio Sub-systems Coverage Tests will be conducted according to the procedures as agreed to in the October 2019 LMR Coverage Acceptance Test Plan. (LA-RICS_LMR_CATP_10-15-2019)

- 4.2.7.1. Coverage Testing will consist of demonstrating the coverage meets or exceeds the LA-RICS Specifications. The Authority has determined that conducting its Coverage Testing strictly as described in TSB-88, latest version, will not achieve the level of test detail or test quality desired. Therefore, in instances where the

test setup or test procedure described in this document differs from TSB-88, this Specification will govern.

- 4.2.7.2. Acceptance testing will require a Voice DAQ test for all ACVRS and LARTCS subsystems. The criteria for the test will be based on the LA-RICS Coverage Specifications for each Voice subsystem. The subsystem specific DAQ will conform to the table of Faded Subjective Performance Descriptions contained in the most current version of TSB-88 at the time of System purchase.
- 4.2.7.3. The Authority requires that all Voice DAQ testing be performed from portable to dispatch (inbound), dispatch to mobile/portable (outbound). Contractor will verify radio-to-radio operation during the wide area inbound and outbound coverage Acceptance Tests.
- 4.2.7.4. The radio voice testing will be performed using an automated subjective DAQ/BER tests where the DAQ tests will consist of the 250 Harvard phrases.
- 4.2.7.5. Extrapolation of results from tests in one direction, to reach conclusions about the other direction, will not be acceptable.
- 4.2.7.6. A failure in the inbound or outbound mode, either moving or stationary at a test location, will constitute a failed test location for the respective inbound or outbound test and will be subject to a test retry.
- 4.2.7.7. In the event that the first test call (inbound or outbound) is unsuccessful, the field team will be allowed to move up to 5' and a retry will be permitted.
- 4.2.7.8. If the second attempt to communicate fails (no access or audio quality below subsystem DAQ specification) that test location will be deemed a failure.
- 4.2.7.9. No more than 5% of retries will be allowed for DTVRS within each cell and/or ASR (standalone) site. No more than 15% of retries will be allowed for LARTCS and ACVRS within each cell. The outbound test for the portable radio must be graded based on the test message from the dispatch console or radio used to initiate the test message.
- 4.2.7.10. The simultaneous use of multiple radios within the same band at a test location or dispatch point to analyze audio quality will not be permitted.
- 4.2.7.11. There will be only one radio at the test location with the receive audio volume turned up, but not at maximum, for monitoring the delivered audio quality.
- 4.2.7.12. All radio coverage testing will use a radio with the standard antenna delivered on the all-band APX8000 subscriber unit or using properly calibrated attenuation pads to simulate equivalent antenna performance.
- 4.2.7.13. All Voice Radio subsystem quality testing will be performed using portables worn on the belt (3' AGL) and equipped with a speaker/microphone unless or

using properly calibrated attenuation pads to simulate equivalent antenna performance. The portable antenna will not be part of the speaker microphone.

- 4.2.7.14. If the proposed coverage guarantee requires Authority staff to use any special carrying devices, such as leather cases with swivel attachments, they must be clearly outlined and described in the radio coverage description.
- 4.2.7.15. If the proposed LMR System utilizes roaming software in the user radios to change sites as the user radio moves throughout the LA-RICS service area, that software must be properly installed, calibrated, and optimized prior to radio coverage testing.
- 4.2.7.16. Testers will be instructed in the use of the radio including microphone position and distance from the user's mouth.
- 4.2.7.17. If proposed, site roaming will be an important part of day-to-day operation and will be factored into the coverage testing process. If a radio fails to affiliate with or roam to the proper repeater site, and the test calls are unsuccessful as a result, the test will be deemed as a failure.
- 4.2.7.18. The Authority requires a UHF T-Band and a 700 MHz channel at each site tested as part of the coverage testing.
- 4.2.7.19. The test will be a voice DAQ test for analog subsystems and a BER test for DTVRS. Where applicable, the measured DAQ/BER will meet or exceed the specified DAQ/BER for each Subsystem. The Contractor will describe the methodology for this test. Contractor will provide maps showing the DAQ/BER for each tile which is collected during the test. The testing process will align with the most current version of TSB-88 at the time of LMR System purchase.
- 4.2.7.20. ~~Both the 700 MHz spectrum and the T-Band spectrum will be tested concurrently during the drive test.~~
- 4.2.7.21. ~~The test will be conducted so that at least one (1) channel on each combiner at the site will be tested.~~
- 4.2.7.22. ~~The test teams for the multiple channel testing will be separate from the Voice DAQ test teams.~~
- 4.2.7.23. All raw data from coverage tests results will be provided to the Authority in an electronic format such that it can be imported into individual agencies GIS (Geographical Information Systems) databases. An ESRI format is preferred.

4.2.8. Wide Area Coverage Test

Task B.4.2.8: Wide Area Coverage Test.

The following Subtasks will be performed for Task B.4.2.8 (Wide Area Coverage Test):

Voice Radio Sub-systems Coverage Tests will be conducted according to the procedures as agreed to in the October 2019 LMR Coverage Acceptance Test Plan. (LA-RICS_LMR_CATP_10-15-2019)

- 4.2.8.1. For the coverage test, the Authority requires the Geographic Area tile size as designated for each Cell or ASR sub-system. Reference LA-RICS_LMR_CATP_10-15-2019.pdf Table 2. Urban portable will include a 10-dB signal margin for in-building coverage requirement.
- 4.2.8.2. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Santa Monica Mountains.~~
- 4.2.8.3. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Angeles National Forest.~~
- 4.2.8.4. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Santa Catalina Island.~~
- 4.2.8.5. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the San Clemente Island.~~
- 4.2.8.6. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Northern Desert. Verification of the 10 dB signal margin for the LA Basin will be performed during this testing. The margin can be verified using an attenuation of the signal strength to equate the LA Basin signal requirement plus the 10 dB margin.~~
- 4.2.8.7. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Freeways.~~
- 4.2.8.8. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Foothills.~~
- 4.2.8.9. ~~For the Railway coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Railway with the exception of tunnels and underground locations.~~
- 4.2.8.10. ~~The tile size for the tunnels will be based on 100-foot segments. For multi-track tunnels, each track will be measured independently. The Contractor will deploy a method of location tracking during the coverage test.~~
- 4.2.8.11. ~~For underground areas of the Railway, such as stations and platforms, the tile will be 25 feet by 25 feet in size.~~
- 4.2.8.12. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Waterway.~~

- 4.2.8.13. ~~For the coverage test, the Authority requires the Geographic Area tile size to be no larger than ¼ mile by ¼ mile for the LARTCS system. Each frequency band defined in the LARTCS system will be tested.~~
- 4.2.8.14. The Contractor will be required to only test enough tiles to meet or exceed the Estimate of Proportions (EOP) as defined by TSB-88. Tiles will be selected randomly and in an evenly distributed manner. Tiles that are not predicted meet the Coverage Performance Criteria (CPC) are excluded from testing. If a tile is tested by the Contractor as not having reliable coverage, the tile will be counted as a failed tile.
- 4.2.8.15. Inaccessible tiles, as determined by the Authority and MSI, will not be counted as passed or failed and will be excluded from the tally of the total number of tiles tested.
- 4.2.8.16. For the Coverage Test, successful communications are defined as achieving the minimum DAQ/BER level for inbound and outbound transmissions based on the coverage Specifications for each subsystem delineated in this Exhibit B (LMR System Specifications).
- 4.2.8.17. In order for a cell/ASR area to pass, the Contractor will demonstrate that the area coverage meets or exceeds the required reliability requirement of that cell/ASR area at a 99% confidence level. Where a cell or ASR sites (standalone) coverage footprint is limited with on roads coverage, CATP error margin will have to be increased to meet 99% confidence. This will be used in a limited manner where ever possible.
- 4.2.8.18. The Contractor will describe the methodology used for automated DAQ/BER signal strength testing and inbound/outbound voice testing.
- 4.2.8.19. Where multiple antennas at the same site are used to provide capacity in a given area, the Authority requires that the coverage from each antenna will be practically equivalent. Antenna and line sweeps, optimization reports and similar tests will be considered acceptable confirmation of equivalent coverage between antennas systems.
- 4.2.8.20. ~~In addition to the tile based drive test, the Contractor will include testing for coverage at each location as specified in Exhibit 15 (Designated Coverage Locations) of Exhibit J (Confidential Supplement).~~
- 4.2.8.21. Wide Area Coverage Test Results
- 4.2.8.21.1. The Coverage Test logs will include success or failure status of each transmission.
- 4.2.8.21.2. The Coverage Test logs will include the location of each transmission.
- 4.2.8.21.3. The Coverage Test logs will include the time of each transmission.

- 4.2.8.21.4. The Coverage Test logs will include the direction of each transmission (inbound or outbound.)
- 4.2.8.21.5. The Coverage Test logs will include a site or simulcast cell designator used for the transmission/reception for each message. The Contractor will provide the BER for Uplink and Downlink signals for each tile within each site.
- 4.2.8.21.6. The Coverage Test logs will include the signal level of the sites the radio is detecting as messages are transmitted and received for BER testing only.
- 4.2.8.21.7. The Coverage Test logs will include the channel identification as messages are transmitted and received.
- 4.2.8.21.8. For each wide area coverage test, the Contractor will provide maps that include the tile used for testing with each tile color coded to indicate pass or fail status and a point color coded to indicate pass or fail for each test conducted. The maps will be provided in the following formats:
 - 4.2.8.21.8.1. One paper copy in ANSI E size;
 - 4.2.8.21.8.2. An Adobe Acrobat (.pdf) file of sufficient resolution and quality to print in ANSI E size;
 - 4.2.8.21.8.3. A shape file in ESRI and raster formats, including an attribute table containing the latitude, longitude and signal strength for each predicted point. To the extent available in the format, the data will be in:
 - 4.2.8.21.8.3.1. Use WGS84 datum
 - 4.2.8.21.8.3.2. Be provided in text (.txt) or comma separated value (.csv) format
 - 4.2.8.21.8.3.3. A Google Earth© KMZ file (.kmz);
 - 4.2.8.21.8.3.4. Wide area Coverage Testing will be considered successfully completed if each geographic area meets or exceeds the required coverage percentage.

Deliverable B.4.2.8: Wide Area Coverage Acceptance by Zone.

4.2.9. Aerial Coverage Test

Task B.4.2.9: Aerial Coverage Test.

Aerial Coverage Tests will be conducted according to the procedures as agreed to in the October 2019 LMR Coverage Acceptance Test Plan. (LA-RICS_LMR_CATP_10-15-2019)

The following Subtasks will be performed for Task B.4.2.9 (Aerial Coverage Test):

- 4.2.9.1. The Aerial Coverage Testing will include a voice quality test consisting of air-to-ground transmissions for each Voice subsystem. This test will meet minimum DAQ Specifications for each subsystem as delineated in this Exhibit B (LMR System Specifications) and conform to the most current version of TSB 88 at the time of purchase. The Contractor will describe how this testing will be accomplished and any affects simulcast may have on aerial coverage.

Deliverable B.4.2.9: Aerial Coverage Testing Acceptance.

4.2.10. Waterway Coverage Test

Task B.4.2.10: Waterway Coverage Test.

The following Subtasks will be performed for Task B.4.2.10 (Waterway Coverage Test):

- 4.2.10.1. The Waterway Coverage Testing will include a voice quality test consisting of watercraft to dispatch transmissions for each Voice Radio Subsystem and will be conducted as part of the Wide-Area test. This test will meet minimum DAQ Specifications for each subsystem as delineated in this Exhibit B (LMR System Specifications) and conform to the most current version of TSB 88 at the time of system purchase. The Contractor will describe how this testing will be accomplished and any affects simulcast may have on waterway coverage.

Deliverable B.4.2.10: Waterway Coverage Testing Acceptance.

4.2.11. Facility Coverage Test

Task B.4.2.11: Facility Coverage Test.

The following Subtasks will be performed for Task B.4.2.11 (Facility Coverage Test):

- 4.2.11.1. ~~For the Facility Coverage Test, successful communications is defined as achieving minimum DAQ Specifications for each subsystem as delineated in this Exhibit B (LMR System Specifications and conform to the most current version of TSB 88 at the time of purchase for 95% of required inbound and outbound live voice transmissions for each facility.~~
- 4.2.11.2. ~~For Facility Coverage testing of guaranteed buildings, the Contractor will propose a methodology for testing each facility. These points must include elevators, stairwells, catwalks, below ground level floors and tunnels in listed facilities. The Authority desires to test floor by floor at the facilities. The test must include portable to dispatch, dispatch to portable and portable to portable within the same facility.~~
- 4.2.11.3. ~~For Correctional Facilities listed in Exhibit 15 (Designated Coverage Locations) of Exhibit J (Confidential Supplement), the Authority requires a floor by floor~~

~~test, portable to dispatch, dispatch to portable, portable to portable within the facility, portable to portable within the perimeter of the facility, and from portable inside one facility to portable inside of another facility.~~

- 4.2.11.4. ~~The defined Parking Facility Coverage Testing will consist of testing multiple points in the flat surface parking areas, multi-story parking structures and sally ports. In the case of a ground level parking area, the testing will be conducted at the four corners of the defined area. In the case of multi-level or subterranean parking, each level will be tested at four locations per level. Refer to Exhibit 15 (Designated Coverage Locations) of Exhibit J (Confidential Supplement), for a list of Parking Facilities.~~
- 4.2.11.5. ~~When testing indoor coverage at Fire stations, the testing will be performed at one point in each room of the building and will also include testing in each of the apparatus bays with the doors closed. The Fire Station will be considered a pass if 95% of the locations tested pass.~~
- 4.2.11.6. ~~The Contractor will provide documentation depicting the results of the Facility Coverage test as well as the methodology used to determine the dB loss of each building. The documentation will at a minimum include the number of successful tests at each point and the number of failed tests at each point and also indicate an overall pass or fail status of the facility.~~
- 4.2.11.7. ~~When testing indoor coverage at Police and Sheriff stations, the testing will be performed at one point in each room of the building and will include testing in the following areas. Police and sheriff stations will be considered a pass if 95% of the locations tested pass.~~
 - 4.2.11.7.1. ~~Watch commander's position~~
 - 4.2.11.7.2. ~~Assistant watch commander's position~~
 - 4.2.11.7.3. ~~Dispatcher position(s)~~
 - 4.2.11.7.4. ~~Commanding officer office(s)~~
 - 4.2.11.7.5. ~~Supervisor room~~
 - 4.2.11.7.6. ~~Roll call/briefing room~~
 - 4.2.11.7.7. ~~Report writing room~~
 - 4.2.11.7.8. ~~Front desk~~
 - 4.2.11.7.9. ~~Detective desk~~
 - 4.2.11.7.10. ~~Detective offices~~

4.2.11.7.11. ~~All areas where arrestees are routinely escorted on foot or detained, including:~~

4.2.11.7.11.1. ~~Arrestee booking areas~~

4.2.11.7.11.2. ~~Arrestee holding cells~~

4.2.11.7.11.3. ~~Interview rooms~~

4.2.11.7.11.4. ~~Stairwells and walkways to jail/detention facilities~~

4.2.11.7.12. ~~In facilities with apparatus bays, testing will be conducted with the apparatus bay doors closed.~~

4.2.11.8. ~~Facility Coverage Testing will be considered successful if 95% of the all tests run for a given facility pass.~~

~~Deliverable B.4.2.11: Facility Coverage Test Acceptance.~~

4.2.12. ~~Bounded Area Test~~

~~Task B.4.2.12: Conduct Bounded Area Test (Optional).~~

~~The following Subtasks will be performed for Task B.4.2.12 (Bounded Area Test):~~

4.2.12.1. ~~The Bounded Area test results will clearly demonstrate to the Authority the signal level and voice quality meets or exceeds the specified coverage performance in each of the bounded areas. Bounded areas will be aggregated to the minimum extent necessary to achieve the minimum statistically valid number of tiles.~~

4.2.12.2. ~~The Bounded Area test will consist of testing multiple points within the defined areas for each of the required signal levels.~~

4.2.12.3. ~~At a minimum, this test will be performed at multiple points throughout the defined areas within tiles that will be 1/10 by 1/10 mile.~~

4.2.12.4. ~~The test will be a voice DAQ test. The measured DAQ will meet or exceed the specified DAQ for each statistically valid Bounded Area contour. The Contractor will describe the methodology for this test. Contractor will provide maps showing the BER and/or signal strength data for each tile which is collected during the DAQ test. Contractor will investigate the cause of variances between the DAQ test results and the BER/signal strength maps as defined by TSB-88 and mutually agree with the Authority on any necessary corrective action.~~

4.2.12.5. ~~The buildings will be selected by the Authority at the completion of system implementation and verification of outdoor coverage test data.~~

~~Deliverable B.4.2.12: Bounded Area Coverage Testing Acceptance.~~

4.2.13. ~~Railway Coverage Test~~

~~Task B.4.2.13: Railway Coverage Test (Optional).~~

The following Subtasks will be performed for Task B.4.2.13 (Railway Coverage Test):

- 4.2.13.1. ~~The Railway Coverage Testing will include a voice quality test consisting of unit-to-dispatch transmission in a rail car, while moving throughout the required area including railway tunnels. Contractor will verify radio-to-radio operation during the wide area inbound and outbound coverage Acceptance Tests.~~
- 4.2.13.2. ~~This test will meet a minimum of DAQ 3.4 as defined in the most current version of TSB-88 at the time of purchase. The Contractor will describe how this testing will be accomplished and any effects simulcast may have on railway tunnel coverage.~~

~~Deliverable B.4.2.13: Railway Coverage Testing Acceptance.~~

4.2.14. ~~Freeway Coverage Test~~

~~Task B.4.2.14: Freeway Coverage Test.~~

The following Subtasks will be performed for Task B.4.2.14 (Freeway Coverage Test):

- 4.2.14.1. ~~The intent of the Freeway Coverage Test is to prove conclusively that the coverage of the DTVRS, ACVRS, and NMDN are not degraded when moving at high speed in a severe multipath environment.~~
- 4.2.14.2. ~~The tests will be conducted on all controlled access highways in Los Angeles County. Each freeway will be tested from County line to County line if applicable.~~
- 4.2.14.3. ~~The test will be conducted at speeds between the posted speed limit and 80 miles per hour with proper law enforcement supervision.~~
- 4.2.14.4. ~~The DTVRS and ACVRS will be tested using portable radios.~~
- 4.2.14.5. ~~The Narrowband Mobile Data Network will be tested using radio/modem installed in a police patrol vehicle.~~
- 4.2.14.6. ~~For reasons of safety, the test will be conducted at non-peak vehicular traffic hours.~~
- 4.2.14.7. ~~The Freeway Coverage Testing will include capturing BER during the entire test when testing the DTVRS.~~
- 4.2.14.8. ~~The Freeway Coverage Test will include performing a Voice Quality test based on minimum DAQ Specifications for each subsystem as delineated in this Exhibit~~

~~B (LMR System Specifications) and conform to the most current version of TSB 88 at the time of purchase, in each tile.~~

~~4.2.14.9. The Contractor will provide a map clearly depicting the results of the Freeway coverage test. The map will minimally include the tile used for testing with each tile color coded to indicate pass or fail status and a point color coded to indicate pass or fail for each test conducted.~~

~~4.2.14.10. During the Freeway Coverage Testing any test that occurred in a tile previously agreed to as not covered, will be disregarded (not counted as part of the test).~~

~~4.2.14.11. The Freeway Coverage Testing will be considered successful if the defined region the test occurred within meets or exceeds the zones coverage reliability percentage.~~

~~Deliverable 4.2.14: Freeway Coverage Test Acceptance.~~

~~4.2.15. Subscriber Access Test~~

Task B.4.2.15: Subscriber Access Test.

The following Subtasks will be performed for Task B.4.2.15 (Subscriber Access Test):

4.2.15.1. The Authority requires a Subscriber Access Test, or PTT access test.

4.2.15.2. The PTT access test will be conducted within each tile. Multiple PTT's will be attempted during this test to demonstrate access to the system is reliable.

4.2.15.3. The Contractor will describe how this test will be performed.

Deliverable B.4.2.15: Subscriber Access Test Acceptance.

~~4.2.16. Los Angeles County Metropolitan Transportation Authority (MTA) Tunnel Test~~

~~Task B.4.2.16: Conduct MTA Tunnel Test (Optional).~~

~~The following Subtasks will be performed for Task B.4.2.16 (Conduct MTA Tunnel Test):~~

~~4.2.16.1. The Contractor will perform a signal strength/BER and Voice Quality testing in select MTA (Metropolitan Transit Authority) tunnels that require coverage. The testing will include passenger platforms and stairways/escalators.~~

~~4.2.16.2. The Voice Quality test will include inbound and outbound transmissions.~~

~~4.2.16.3. The Contractor will describe how these tests will be conducted.~~

~~4.2.16.4. The minimum success criteria will be if the Voice Quality meets or exceeds minimum DAQ Specifications for each subsystem as delineated in this Exhibit B (LMR System Specifications) and conform to the most current version of TSB 88 at the time of purchase level.~~

~~Deliverable 4.2.16: MTA Tunnel Test Acceptance.~~

~~4.2.17. Voice System Burn-In Test~~

Task B.4.2.17: Voice System Burn-In Test.

The following Subtasks will be performed for Task B.4.2.17 (Voice System Burn-In Test):

- ~~4.2.17.1. If a sectored or rolling implementation approach is proposed, the Contractor will perform a Burn-in test as each segment of the LMR System (e.g., voice system simulcast cell) is brought on line. The Burn-in test will consist of running each segment of the LMR System for a period of 30 calendar days on a 7 x 24 basis. This includes both the fixed infrastructure and the mobile end user having reliable connectivity.~~
- ~~4.2.17.2. A final Burn-in test will be conducted when all Voice subsystems are connected and operational. The test will consist of running the LMR System for a period of 30 calendar days on a 7 x 24 basis. This includes both the fixed infrastructure and the mobile end user having reliable connectivity.~~
- ~~4.2.17.3. During the Burn-in testing process, the LA-RICS projected applicable peak load for all voice must be introduced into each of the transmitter sites (over the air) while the pilot users are continuing to exercise the system. If a centralized voice controller exists, the controller must be loaded with the remaining traffic that was projected in the LMR System Design.~~
- ~~4.2.17.4. The duration of the peak load testing will be eight (8) hours.~~
- ~~4.2.17.5. Burn-in Testing will be considered successfully completed if less than five (5) points worth of faults occur and are resolved to the satisfaction of the Authority in the allocated time. Each Major Fault counts as two (2) points and each Minor Fault counts as one (1) point. The definitions of Major and Minor faults and the process for successful completion are set forth in this Agreement.~~
- 4.2.17.6. A Major Fault is an abnormal condition or a failure of one or more components provided by the Contractor that results in a communication outage or degradation to communications quality. Examples of a Major Fault are (but are not limited to):
 - 4.2.17.6.1. The failure of two or more sites due to local failure or link failure;
 - 4.2.17.6.2. The degradation in throughput or the malfunction of more than 20% of the repeaters at any site;
 - 4.2.17.6.3. The complete failure of a sub-system used by administrative or maintenance personnel;
 - 4.2.17.6.4. The complete or partial failure for the same cause of 3% or more of all field subscriber equipment.

- 4.2.17.7. ~~If a Major Fault occurs due to mass component failure (e.g., when 5% or more of a single type of component fails for related reasons) during the Burn in testing period, then the Authority must authorize the proposed repair or modification needed to fix the fault. The Contractor then will perform the repair on all like components.~~
- 4.2.17.8. ~~If a Major Fault occurs for reasons that are attributable to the work performed or the materials provided by the Contractor, the test will be suspended, the faulty work or defective materials will be repaired or replaced, and the 30-day counter will be set back to zero but not the failure points.~~
- 4.2.17.9. ~~Major Faults that are not attributable to the work performed or the materials provided by the Contractor will not be charged against the test. If a Major Fault occurs, the test will be suspended until the problem is corrected by the Contractor. The test will then be re-started from the time it was suspended. The duration of the test suspension will not count as part of the test.~~
- 4.2.17.10. A Minor Fault is an abnormal condition or a failure of one or more parts of the LMR System that does not have a noticeable effect on the end user(s). Examples of a Minor Fault include, but are not limited to, the malfunction of 20% or less of the repeaters at any site; the partial failure of a sub-system used by administrative or maintenance personnel; or the complete or partial failure for the same cause of less than 3% of all field subscriber equipment provided by the Contractor.
- 4.2.17.11. A Minor Fault that is attributable to work or materials provided by the Contractor that is not corrected within seven (7) calendar days, or a plan for correcting the fault is not submitted within seven (7) calendar days of the fault, will be deemed a Major Fault and treated as such from that time forward.
- 4.2.17.12. If a Minor Fault occurs, the cause will be determined jointly by the Contractor and the Authority and corrective action will be taken by the party having responsibility. If the Minor Fault is attributable to work or materials provided by the Contractor, the Contractor will take corrective action. If the Minor Fault is not attributable to work or materials provided by the Contractor, the Authority will take corrective action.
- 4.2.17.13. The Contractor will work diligently to determine the cause(s) of any Major Fault or Minor Fault and will continue to do so until the Fault has been remedied. In the event of the occurrence of two Major Faults having the same cause, the Contractor will immediately bring in additional staff members who are experts or specialists in the particular type of equipment under test.
- 4.2.17.14. ~~After the condition that caused a test to fail is remedied and prior to restarting the Burn In Test, the Contractor will retest the failed condition as well as any test(s) necessary to revalidate components altered in any way during the resolution process.~~

4.2.17.15. ~~During the Burn-in Testing, the Contractor will document all faults. For each fault documented, the Contractor will at a minimum, provide the Authority a description of the fault, the time the fault occurred, the time the fault was resolved, the action taken to clear the fault, and, if the action taken to clear the fault is not anticipated to prevent future reoccurrences of the fault, the steps necessary to prevent the fault from reoccurring.~~

4.2.17.16. ~~In no case will the retest period be less than fifteen (15) calendar days.~~

~~Deliverable B.4.2.17: Voice System Burn-In Test Acceptance.~~

4.2.18. NMDN Acceptance Testing

Task B.4.2.18: NMDN Acceptance Testing.

The following Subtasks will be performed for Task B.4.2.18 (NMDN Acceptance Testing):

4.2.18.1. ~~Narrowband Mobile Data Throughput Test~~

4.2.18.1.1. ~~Data Throughput Testing will consist of loading a typical site to required number of concurrent users load and demonstrate the grade of service level and CAD-related transaction response time the users would experience.~~

4.2.18.1.2. ~~During the Throughput Test, the use of an automated load generation application will be acceptable to simulate some of the load, if the tool can accurately model the projected load including realistic CAD transactions and transmission frequency. If simulation is utilized, there must be at least some live users performing the test.~~

4.2.18.1.3. ~~Throughput Testing will be considered successfully completed if an acceptable grade of service level is demonstrated while the system or site is loaded to the required concurrent users load.~~

~~Deliverable B.4.2.18.1: NMDN Throughput Acceptance.~~

4.2.18.2. Narrowband Mobile Data Coverage Test General Specifications.

4.2.18.2.1. *Amended and Restated under Amendment No. 39* Coverage Testing will consist of demonstrating (via a vehicle while driving a route through a predefined set of tiles) the predicted coverage exceeds the modeled predictions (as represented by the more limiting of the predicted inbound or outbound coverage). The Authority has determined that conducting its Coverage Testing strictly as described in TSB-88 (latest version) will not achieve the level of test detail or test quality that is desired by the Authority. Therefore, in instances where the test setup or test procedure described in this document differs from TSB-88, this Specification will govern.

- 4.2.18.2.2. During the coverage testing, the Contractor must demonstrate that the message success and signal strength correlates to a minimum success rate as defined by Technical Specification **Error! Reference source not found.** in Exhibit B (LMR System Specifications).
- 4.2.18.2.3. All raw coverage tests results will be provided to the Authority in an electronic format such that it can be imported into individual agencies GIS (Geographical Information Systems) databases. An ESRI format is preferred. Coverage maps will be produced in ANSI E-size format.
- 4.2.18.3. Narrowband Mobile Data Wide Area Data Coverage Test

The Narrowband Mobile Data Network system will be tested as agreed upon in the Motorola NMDN acceptance test plan (TBD).

- 4.2.18.3.1. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the LA Basin.~~
- 4.2.18.3.2. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Santa Monica Mountains.~~
- 4.2.18.3.3. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Angeles National Forest.~~
- 4.2.18.3.4. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Santa Catalina Island.~~
- 4.2.18.3.5. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Northern Desert.~~
- 4.2.18.3.6. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Freeway.~~
- 4.2.18.3.7. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Waterway.~~
- 4.2.18.3.8. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the Foothills.~~
- 4.2.18.3.9. ~~For the coverage test, the Authority requires the tile size to be no larger than ¼ mile by ¼ mile in the area defined as the CA 14 corridor.~~
- 4.2.18.3.10. The Contractor will be required to individually test every freeway and major highway tile that is predicted as having reliable coverage.

- 4.2.18.3.11. Inaccessible tiles, as determined jointly by the Authority and MSI, will not be counted as passed or failed and will be excluded from the tally of the total number of tiles tested.
- 4.2.18.3.12. In order for a geographic area to pass, the Contractor will demonstrate that the covered area meets or exceeds the required reliability requirement for that geographic area at a 99% confidence level. The Contractor will describe the methodology used to achieve this requirement.
- 4.2.18.3.13. The Contractor will describe the methodology used for automated message success and signal strength testing.
- 4.2.18.3.14. Where multiple antennas at the same site are used to provide capacity in a given area, the Authority requires that the coverage from each antenna will be practically equivalent. Describe how this equivalent coverage will be tested and verified.
- 4.2.18.3.15. The Authority requires a single channel at each site tested as part of the coverage testing.
- 4.2.18.3.16. The test will be conducted so that at least one (1) channel on each combiner at the site will be tested.
- 4.2.18.3.17. ~~In addition to the tile based drive test, the Contractor will include testing for coverage at each location as specified in Exhibit 15 (Designated Coverage Locations) of Exhibit J (Confidential Supplement) to this Agreement.~~
- 4.2.18.4. Narrowband Mobile Data Wide Area Coverage Test Results
 - 4.2.18.4.1. The Coverage Test logs will include success or failure status of each transmission.
 - 4.2.18.4.2. The Coverage Test logs will include the location of each transmission.
 - 4.2.18.4.3. The Coverage Test logs will include the time of each transmission.
 - 4.2.18.4.4. The Coverage Test logs will include the direction of the transmission (inbound or outbound).
 - 4.2.18.4.5. The Coverage Test logs will include a site designator that was used for the transmission/reception for each message.
 - 4.2.18.4.6. The Coverage Test logs will include the signal level of the sites the radio is detecting as messages are transmitted and received.
 - 4.2.18.4.7. The Coverage Test logs will indicate message success for all data tests performed.

- 4.2.18.4.8. The Coverage Test logs will include the channel/antenna identification as messages are transmitted and received.
- 4.2.18.4.9. For each wide area coverage test, the Contractor will provide maps that include the tile used for testing with each tile color coded to indicate pass or fail status and a point color coded to indicate pass or fail for each test conducted. The maps will be provided in the following formats:
 - 4.2.18.4.9.1. One paper copy in ANSI E size;
 - 4.2.18.4.9.2. An Adobe Acrobat (.pdf) file of sufficient resolution and quality to print in ANSI E size;
- 4.2.18.4.10. A shape file in ESRI and raster formats, including an attribute table containing the latitude, longitude and signal strength for each predicted point. To the extent available in the format, the data will be in:
 - 4.2.18.4.10.1.1. Use WGS84 datum
 - 4.2.18.4.10.1.2. Be provided in text (.txt) or comma separated value (.csv) format
 - 4.2.18.4.10.1.3. A Google Earth© KMZ file (.kmz);
- 4.2.18.4.11. Wide area Coverage Testing will be considered successfully completed if each geographic area meets or exceeds the required coverage percentage.

Deliverable B.4.2.18.2: NMDN Wide Area Data Coverage Testing Acceptance.

- 4.2.18.5. Narrowband Mobile Data Aerial Coverage Test

~~Task B.4.2.18.5: Conduct NMDN Data Aerial Coverage Testing.~~

~~The following Subtasks will be performed for Task B.4.2.18.5 (Conduct NMDN Data Aerial Coverage Testing):~~

- ~~4.2.18.5.1. The Aerial Coverage Testing will demonstrate that the stated message success achieves the parameters in Technical Specification **Error! Reference source not found.** of this Exhibit B (LMR System Specifications) to and from an aircraft varying operational speed and altitude in a frequency re-use environment.~~

~~Deliverable B.4.2.18.5: NMDN Aerial Coverage Testing Acceptance.~~

- ~~4.2.18.6. Narrowband Mobile Data Fire Station and Parking Facility Coverage Test~~

~~Task B.4.2.18.6: Conduct NMDN Data Fire Station and Parking Facility Coverage Testing.~~

The following Subtasks will be performed for Task B.4.2.18.6 (Conduct NMDN Data Fire Station and Parking Facility Coverage Testing):

- 4.2.18.6.1. ~~For the Outdoor Parking Facility and Fire Stations Coverage Test, Contractor will demonstrate that the NMDN achieves the message success rate according to parameters in Technical Specification~~ **Error! Reference source not found.** ~~of this Exhibit B (LMR System Specifications) in normal operating environment in a frequency re-use environment.~~
- 4.2.18.6.2. ~~The Contractor will demonstrate that the area coverage meets or exceeds the 95% reliability requirement at a 99% confidence level. The Contractor will describe the methodology used to achieve this requirement.~~
- 4.2.18.6.3. ~~The Outdoor Parking Facility Coverage Testing will be included in the overall zone coverage testing.~~
- 4.2.18.6.4. ~~In the Parking Facilities, defined as Mandatory Coverage Buildings in, Exhibit 15 (Designated Coverage Locations) of Exhibit J (Confidential Supplement) to this Agreement, Coverage Testing will consist of testing multiple points in the flat surface parking areas, multi-story parking structures, Fire Stations (with doors closed), and sally ports. In the case of a ground level parking area, the testing will be conducted at the four corners of the defined area. In the case of multi level or subterranean parking, each level will be tested at four locations per level. The Parking Facility Coverage Testing will be considered a pass if 95% of the tests at each parking structure pass.~~

Deliverable 4.2.18.6: ~~Narrowband Mobile Data Fire Station and Parking Facility Coverage Test Acceptance.~~

4.2.18.7. Narrowband Mobile Data Freeway Coverage Test

Task B.4.2.18.7: Conduct Narrowband Mobile Data Freeway Coverage Testing.

The following Subtasks will be performed for Task B.4.2.18.7 (Conduct Narrowband Mobile Data Coverage Testing):

- 4.2.18.7.1. The Freeway Coverage Testing will include driving on all of the freeways and major highways in the County, regardless if the area was previously tested during one of the other tests.
- 4.2.18.7.2. The Freeway Coverage Testing will include speeds up to the posted speed.
- 4.2.18.7.3. The Freeway Coverage Testing will be conducted at non-peak vehicular traffic hours.

- 4.2.18.7.4. The Freeway Coverage Testing will include capturing message success during the entire test.
- 4.2.18.7.5. The Freeway Coverage Test will demonstrate that the stated message success achieves the parameters in Technical Specification **Error! Reference source not found.** of this Exhibit B (LMR System Specifications) to and from a vehicle at speeds up to the posted speed limit.
- 4.2.18.7.6. The Contractor will provide a map clearly depicting the results of the Freeway coverage test. The map will minimally include the tile used for testing with each tile color coded to indicate pass or fail status and a point color coded to indicate pass or fail for each test conducted.
- 4.2.18.7.7. During the Freeway Coverage Testing, any test that occurred in a tile previously agreed to as not covered, will be disregarded (not count as part of the test).
- 4.2.18.7.8. The Freeway Coverage Testing will be considered successful if the defined region the test occurred within meets or exceeds the the county wide coverage reliability percentage.

Deliverable B.4.2.18.7: Narrowband Mobile Data Freeway Coverage Test Acceptance.

4.2.18.8. Narrowband Mobile Data Waterway Coverage Test

~~Task B.4.2.18.8: Conduct Narrowband Mobile Data Waterway Coverage Testing.~~

~~The following Subtasks will be performed for Task B.4.2.18.8 (Conduct Narrowband Mobile Data Warranty Coverage Testing):~~

- 4.2.18.8.1. ~~The Waterway Coverage Testing will include navigating on all listed waterways in the County as part of the wide area test.~~
- 4.2.18.8.2. ~~The Waterway Coverage Testing will be performed at varying speeds of up to 35 knots maximum.~~
- 4.2.18.8.3. ~~The Waterway Coverage Testing will be conducted at non-peak recreational hours.~~
- 4.2.18.8.4. ~~The Waterway Coverage Testing will include capturing message success during the entire test.~~
- 4.2.18.8.5. ~~The Waterway Coverage Test will demonstrate that the stated message success achieves the parameters in Technical Specification **Error! Reference source not found.** of this Exhibit B (LMR System Specifications) to and from a vehicle at varying speed, up to 35 knots maximum.~~

- 4.2.18.8.6. ~~The Contractor will provide a map clearly depicting the results of the Waterway Coverage test as part of the wide area test. The map will minimally include the tile used for testing with each tile color coded to indicate pass or fail status and a point color coded to indicate pass or fail for each test conducted.~~
- 4.2.18.8.7. ~~During the Waterway Coverage Testing, any test that occurred in a tile previously agreed to as not covered, will be disregarded (not count as part of the test).~~
- 4.2.18.8.8. ~~The Waterway Coverage Testing will be considered successful if the defined region the test occurred within meets or exceeds the zone's coverage reliability percentage.~~

~~Deliverable B.4.2.18.8: Narrowband Mobile Data Waterway Coverage Test Acceptance.~~

~~4.2.18.9. Narrowband Mobile Data Projected Load Test~~

~~Task B.4.2.18.9: Conduct Narrowband Mobile Data Projected Load Test.~~

~~The following Subtasks will be performed for Task B.4.2.18.9 (Conduct Narrowband Mobile Data Projected Load Testing):~~

- 4.2.18.9.1. ~~During Staging and the Special Operations Test, the Contractor will demonstrate the LA-RICS message model loading on two channels through over the air uplink and downlink transmissions. The projected load test will be conducted for a period of twenty four (24) hours or as determined by the parties during staging. The Contractor will report the message success rate and average response time performance. The Contractor will also characterize the channel performance as load is increased beyond the projected peak load.~~
- 4.2.18.9.1.1. ~~The loading simulation must also include the CAD and RMS user interface load.~~
- 4.2.18.9.1.2. ~~The Contractor will describe in detail how the projected maximum load value was calculated. This will include a spreadsheet-type document that allows for likely variables (such as message size, frequency, etc.) to be adjusted and the calculations to be automatically updated.~~
- 4.2.18.9.1.3. ~~Success for the Peak Load Test component will be defined as no less than 95% of the LMR System users response times set forth by the Contractor in response to Section 1.3.2 being met during the duration of this testing.~~

~~Deliverable B.4.2.18.9: Narrowband Mobile Data Projected Load Test Acceptance.~~

~~4.2.18.10. Narrowband Mobile Data CAD Baseline System Interface Testing~~

Task B.4.2.18.10: Conduct Narrowband Mobile Data CAD Baseline System Interface Testing.

The following Subtasks will be performed for Task B.4.2.18.10 (Conduct Narrowband Mobile Data CAD Baseline System Interface Testing):

- 4.2.18.10.1. The Contractor will work with the Authority and a single selected agency's CAD vendor to develop engineering proposals for CAD Interface Testing to demonstrate properly working interfaces between the agency's CAD and the NMDN demarcation points at the core and mobile data modem.

Deliverable B.4.2.18.10: Narrowband Mobile Data CAD Baseline System Interface Test Acceptance.

~~4.2.18.11. Narrowband Mobile Data Burn-In Test~~

~~Task B.4.2.18.11: Conduct Narrowband Mobile Data Burn-In Testing.~~

~~The following Subtasks will be performed for Task B.4.2.18.11 (Conduct Narrowband Mobile Data Burn-In Testing):~~

- ~~4.2.18.11.1. If a sectorized or rolling implementation approach is proposed, the Contractor will perform a burn-in test as each segment of the LMR NMDN System is brought on-line. The Burn-in test will consist of running each segment of the LMR NMDN System for a period of 30 calendar days on a 7 x 24 basis. This includes both the fixed infrastructure and the mobile end user having reliable connectivity.~~
- ~~4.2.18.11.2. A Burn-in test will be conducted when the entire NMDN subsystem is connected and operational. The test will consist of running the LMR NMDN System for a period of 30 calendar days on a 7 x 24 basis. This includes both the fixed infrastructure and the mobile end user having reliable connectivity.~~
- ~~4.2.18.11.3. This includes both the fixed infrastructure and the mobile end user having reliable connectivity.~~
- ~~4.2.18.11.4. Burn-in Testing will be considered successfully completed if five (5) or fewer points worth of faults occur and are resolved to the satisfaction of the Authority in the allocated time. Each major fault counts as two (2) points and each minor fault counts as one (1) point. The definitions of Major and Minor faults and the process for successful completion are set forth in the Agreement.~~
- 4.2.18.11.5. A Major Fault is an abnormal condition or a failure of one or more components provided by the Contractor that results in a communication outage or degradation to communications quality. Examples of a Major Fault are (but are not limited to): the failure of two or more sites due to local failure or link failure; or degradation in throughput or the malfunction of more than 20% of the repeaters at any site; the complete failure of a sub-system used by

administrative or maintenance personnel; or the complete or partial failure for the same cause of 3% or more of all field subscriber equipment.

- 4.2.18.11.6. ~~Additionally a major fault includes when 5% or more of a single component fail during the Burn-in testing period for related reasons (mass component failure). In the event of mass component failure, the Authority must authorize the proposed repair or modification needed to fix the fault. The Contractor then will perform the repair on all like components.~~
- 4.2.18.11.7. If the Authority determines that a Major Fault occurred for reasons that are attributable to the work performed or the materials provided by the Contractor, the test will be suspended, the faulty work or defective materials will be repaired or replaced, and the 30-day counter will be set back to zero but not the failure points.
- 4.2.18.11.8. ~~If the Authority determines that a Major Fault occurred that is not attributable to the work performed or the materials provided by the Contractor, the fault will not be charged against the test. If a Major Fault occurs, the test would be suspended until the Deficiency is corrected. The test will then be re-started from the time it was suspended. The duration of the test suspension will not count as part of the test.~~
- 4.2.18.11.9. A Minor Fault is an abnormal condition or a failure of one or more parts of the subsystem does not have a noticeable effect on the end user(s.) Examples of a Minor Fault include, but are not limited to the malfunction of 20% or less of the repeaters at any site; the partial failure of a sub-system used by administrative or maintenance personnel; or the complete or partial failure for the same cause of less than 3% of all field subscriber equipment provided by the Contractor.
- 4.2.18.11.10. A Minor Fault, attributable to work or materials provided by Contractor, that is not corrected within seven (7) calendar days from the date it was reported, or that a plan to correct the fault within a reasonable time frame has not been submitted to the Authority for review and approval by Contractor within seven (7) calendar days from the date it was reported, will be deemed a Major Fault and treated as such from that time forward.
- 4.2.18.11.11. If a Minor Fault occurs, the cause will be determined by the Contractor, concurred by the Authority, and corrective action will be taken by the party having responsibility. If the Minor Fault is attributable to work or materials provided by the Contractor, the Contractor will take corrective action. If the Minor Fault is not attributable to work or materials provided by the Contractor, the Authority will take corrective action.
- 4.2.18.11.12. The Contractor will work diligently to determine the cause(s) of any Major Fault or Minor Fault and will continue to do so until the Fault has been remedied. In the event of the occurrence of two Major Faults having the same

cause, the Contractor will immediately bring in additional staff members who are experts or specialists in the particular type of components under test.

4.2.18.11.13. After the condition that caused a test to fail is remedied, the Contractor shall, at a minimum, retest the failed condition as well as any test(s) necessary to revalidate components altered in any way during the resolution process.

4.2.18.11.14. ~~During the Burn-in testing the Contractor will document all faults. For each fault documented, the Contractor shall, at a minimum, provide a description of the fault to the Authority, as well as the time the fault occurred, the time the fault was resolved, the action taken to clear the fault, and, if the action taken to clear the fault is not anticipated to prevent future reoccurrences of the fault, the steps necessary to prevent the fault from reoccurring.~~

~~Deliverable B.4.2.18.11: Narrowband Mobile Data Burn-In Test Acceptance.~~



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

January 15, 2020

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

Dear Directors:

AMENDMENT NO. 28 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 28 with Jacobs Project Management Co. (Jacobs) to reflect an increase in the level of effort and corresponding project budget to complete the Public Safety Broadband Network (PSBN) Round 2 Coverage Augmentation Objective and grant closeout, resulting in an increase in the amount of \$2,766,729.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 28, substantially similar in form to the (Enclosure), which contemplates revising Appendix A-2 (Agreement Budget) to the Agreement to reflect an increase to the PSBN Round 2 budget to achieve the project acceleration and expansion by June 2020 and grant closeout by September 2020, resulting in an increase to the Maximum Contract Sum in the amount of \$2,766,729.
2. Approve an increase to the Maximum Contract Sum in the amount of \$2,766,729 from \$62,039,634 to \$64,806,363 when taking revisions contemplated in Amendment No. 28 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 28, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 28.

AGENDA ITEM I

BACKGROUND

On December 14, 2017, your Board approved the Authority entering into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement required, among other things, the Authority to continue with the PSBN buildout contemplated in the PSBN Round 2 PIP under Objective 1 (Coverage Augmentation) and requires the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) to approve the PSBN Round 2 PIP.

On June 25, 2018, NTIA and NOAA approved, among other things, Objective 1 (Coverage Augmentation) contemplated in the PSBN Round 2 PIP. On December 11, 2019, the Authority submitted a request for funding augmentation to NTIA and NOAA requesting additional funds to support completion of construction of the 26 sites. The request for funding augmentation captures funds required to complete the 26 site deployment within a compressed timeframe requiring compressed and accelerated construction activities in order meet grant performance period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 28, which contemplates an increase in the PSBN Round 2 budget by \$2,766,729.

It is necessary to authorize Jacobs, to continue with PSBN Round 2 Work which includes, but is not limited to, continued project management services for the buildout of PSBN Round 2 sites, labor compliance, environmental monitoring, site access, grant analysis, review of document submissions, transition to AT&T, etc. Additionally, the Authority requires Jacobs' assistance through September 2020, at minimum, to assist the Authority with the BTOP grant closeout process.

The Jacobs team is tasked with overseeing this compressed and accelerated construction deployment. In addition, the funding augmentation reflects the now known level of design oversight required in this 3-party process. Whereby design was previously subject to landowner and Authority approval, it now requires AT&T approval as the NPSBN operator. The 3-party process resulted in a significantly higher level of effort by the Authority inclusive of the Jacobs team than originally anticipated. Additionally, the Davis Bacon labor compliance program had to be initiated and performed by the Authority versus monitoring performance of a vendor as done in Round 1. The Davis Bacon labor compliance program scope is performed by Jacobs team. These factors contributed to

the request for fund augmentation. It is expected that formal approval of grant fund augmentation is forthcoming and in anticipation of such approval the Authority is presenting this Amendment No. 28 for your consideration. The Authority will not encumber expenses/issue notices to proceed on work associated with the funding augmentation until appropriate funding is secured.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 28 will increase the Maximum Contract by \$2,766,729 from \$62,039,634 to \$64,806,363. All contract costs related to the services rendered under Amendment No. 28 will be reimbursable under BTOP grant contemplated in LA-RICS' Amended Fiscal Year 2019-20 Operating Budget.

The Authority will not issue Notices to Proceed to Jacobs if appropriate funding is not secured/available to cover the expenditures contemplated in Amendment No. 28.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 28, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:rf

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Enclosures

c: Counsel to the Authority

**AMENDMENT NUMBER TWENTY-EIGHT
TO
AGREEMENT FOR CONSULTANT SERVICES**

Recitals

This Amendment Number Twenty-Eight ("Amendment No. 28") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of January _____, 2020, based on the following recitals:

WHEREAS, Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of May 15, 2012, to engage Consultant to perform certain work under Preliminary Phase, which was originally contemplated under Phase 1, and to adjust the Consultant's Staffing Plan accordingly, all as further described in Amendment Number One.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective as of June 4, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Two.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective as of July 2, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was not originally contemplated and constituted new scope, and to adjust Consultant's Staffing Plan, resource level effort, and additional costs accordingly, all as further described in Amendment Number Three, which increased the Maximum Contract Sum by \$1,546,933 from \$20,871,260 to \$22,418,193.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective as of September 21, 2012, to engage the Consultant to perform certain work under the Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Four.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective as of January 1, 2013, to reallocate the level of effort between LTE Project activities and LMR Project activities, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Five.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective as of September 5, 2013, to separate the Scope of Work into two separate projects, defined as the LMR System project and the LTE System project, to make revisions to the Agreement as necessary to reflect such two separate projects, to add additional work to Phase 1 of the LMR System project and the Preliminary Phase of the LTE System project, which was not previously contemplated and constituted new scope, and adjust Consultant's Staffing Plan, associated resource levels of effort, and additional cost accordingly to reflect two LA-RICS projects, all as further described in Amendment Number Seven, which increased the Maximum Contract Sum by \$4,889,427 from \$22,418,193 to \$27,307,620.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective as of December 12, 2013, (a) to include work to deliver certain LTE Project Description documents for 232 project sites in the LTE System, (b) to reallocate the level of effort between the Preliminary Phase and Phase 1 activities for the LTE System, and (c) to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Eight, which corrected the Maximum Contract Sum to \$27,317,585.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective as of March 11, 2014, to (a) perform certain environmental work including but not limited to, preparing and delivering a CEQA-compliant Environmental Impact Report (EIR) and a NEPA-compliant Environmental Assessment (EA) as well as perform various biological and cultural resource surveys and reports for the LMR Project work under the LMR Project Phase 1, System Design, as described in the Scope of Work, (b) adjust the Appendix A-2 (Staffing Plan) accordingly, and (c) increased the Maximum Contract Sum to account for the scope of work in the amount of \$2,862,080 from \$27,317,585 to \$30,179,665.

WHEREAS, the Agreement has been previously amended by Amendment Number Ten, effective May 14, 2014, to reallocate the level of effort between phases of the LMR Project, and to adjust Appendix A-2 (Staffing Plan) accordingly to reflect the reallocation of such levels of effort.

WHEREAS, the Agreement has been previously amended by Amendment No. Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum

to account for the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

WHEREAS, the Agreement has been previously amended by Amendment Number Twelve, effective August 21, 2014, to (a) perform certain environmental work for the LTE System project including, but not limited to, (1) conducting a CEQA statutory exemption analysis and prepare and deliver a Notice of Exemption, (2) preparing and delivering a supplemental NEPA-compliant Environmental Assessment (EA); and (3) increase the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule; all of which is described in the Scope of Work due to the Authority's increased need for environmental support, (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$2,011,080 from \$30,486,265 to \$32,497,345.

WHEREAS, the Agreement has been previously amended by Amendment Number Thirteen, effective December 31, 2014, to (a) revise Attachment A (Scope of Work) to clarify certain tasks associated with Federal and grant requirements as it relates to the Davis-Bacon Act, (b) to revise Appendix A-2 (Staffing Plan) to reflect an Agreement Budget; (c) revise Attachment B (Rate Schedule) to reflect new positions/staff; and (d) make other certain revisions contemplated in Amendment No. 13.

WHEREAS, the Agreement has been previously amended by Amendment Number Fourteen, effective April 16, 2015, to (a) revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds between Phases 1 through 3 for the LMR System to remedy a staff planning error, and (b) to revise Attachment D (Administration of Agreement) to reflect changes in the Consultant's Key Personnel, with no increase to the Maximum Contract Sum.

WHEREAS, the Agreement has been previously amended by Amendment Number Fifteen, effective May 21, 2015, to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

WHEREAS, the Agreement has been previously amended by Amendment Number Sixteen, effective July 14, 2015, to (a) increase the level of staffing contemplated

in the Agreement to ensure that Work related to the PSBN portion of the Agreement in regards to claims resolution are successfully completed; and (b) revise Appendix A-2 (Agreement Budget) to increase the Maximum Contract Sum by \$249,680 from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

WHEREAS, the Agreement has been previously amended by Amendment Number Seventeen, effective September 2, 2015, to (a) increase the scope of work and cost as it relates to the LMR System to perform certain environmental work, including but not limited to, (i) preparing and delivering nine (9) NEPA-compliant Environmental Assessment (EA) for broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (ii) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (iii) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (iv) all in the amount of \$3,442,250; (b) revise Attachment A (Scope of Work) to reflect the increased environmental work; (c) reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while environmental work is in progress in an amount of \$1,961,996; (d) reflect a reduction in costs by identifying various staff efficiencies in subsequent phases for a cost savings in the amount of \$2,443,700; and (e) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$2,960,546, ($\$3,442,250 + \$1,961,996 - \$2,443,700$ when taking increases and cost savings into consideration) from \$32,643,105 to \$35,603,651, to contemplate the increased scope and level of effort related to the environmental work.

WHEREAS, this Agreement has been previously amended by Amendment Number Eighteen, effective September 10, 2015, to (a) increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by a not to exceed amount of \$150,000 from \$35,603,651 to \$35,753,651, to contemplate the increased scope and level of effort related to the increased outreach activities for work performed from the effective date of Amendment No. 18 to October 1, 2015.

WHEREAS, the Agreement has been previously amended by Amendment Number Nineteen, effective October 9, 2015, to (a) reflect an increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide

outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$1,255,765 from \$35,753,651 to \$37,009,416, to contemplate the increased scope and level of effort related to the increased outreach activities.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty, effective April 26, 2016, to revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds in the amount of \$139,902 between Phase 4 of the LMR System to Phase 4 of the Consultant's LTE System budget to ensure that the Consultant has sufficient funds for Work up to June 30, 2016, with no increase to the Maximum Contract Sum as the Authority has secured an informal no-cost BTOP Grant extension through this period. As such, the Maximum Contract Sum cannot be increased until such time as a formal grant budget augmentation is achieved.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-One, effective July 13, 2016, to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Round 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Round 2 buildout.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-Two, effective November 17, 2016, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until January 31, 2017, for a cost increase in the amount of \$480,000; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$480,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$480,000 from \$37,378,957, to \$37,858,957.

WHEREAS, the Agreement has been previously amended by Amendment No. Twenty-Three, effective January 25, 2017, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site

closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until March 31, 2017, for a cost increase in the amount of \$240,000 (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$240,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$240,000 from \$37,858,957 to \$38,098,957.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Four, effective March 20, 2017, to (a) revise Attachment B (Rate Schedule) to reflect an increase to the hourly rates by 2.4 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement effective January 1, 2017; (b) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, review of and implementation planning for PSBN Upgrades and acceptance testing, until June 30, 2017, for a cost increase in the amount of \$309,000; (c) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$309,000 from \$38,098,957 to \$38,407,957 when taking the cost increases including the increased hourly rates into consideration; and (d) make other certain changes as set forth Amendment No. 24.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Five, effective April 13, 2017, to (a) reflect an increase in the LMR System budget in the amount of \$17,755,447 to align with the LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$17,755,447 from \$38,407,957 to \$56,163,404 when taking the LMR System budget alignment with the LMR Final System Acceptance into consideration; (c) revise Attachment B (Rate Schedule) to reflect changes to certain Consultant staffing positions; (d) revise Attachment D (Administration of Agreement) to reflect changes in management for the Authority and Consultant; and (e) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Six, effective June 14, 2018, (a) increase the scope of Work to assist the Authority with completing certain work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability; (b) reflect the inclusion of a corresponding budget in the amount of \$5,489,350 to account for the PSBN Round 2 PIP Work; (c) reflect the inclusion of a new Grants Analyst position in the amount of \$446,080 to assist the Authority with grant administration work; (d) revise Attachment B (Rate Schedule) to (1) reflect an increase to the hourly rates by 2.7 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement and (2) reflect changes in staff, in particular and among other changes, to the Program Director, Program Manager, and Deputy Program Manager; (e) revise Attachment D (Administration of Agreement) to reflect

changes in Consultant's management; (f) reflect an increase to the Maximum Contract Sum by \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the increases contemplated in Amendment No. 26 into consideration; and (g) make other certain changes as set forth in Amendment No. 26.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Seven, effective July 03, 2018, to (a) reflect a reduction in the Scope of Work related to the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, the removal of the PIP objective for Application Interoperability; (b) reflect a decrease to the Maximum Contract Sum by \$59,200 from \$62,098,834 to \$62,039,634; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) revise Appendix A-2 (Agreement Budget) to reflect an increase in the level of effort for the Public Safety Broadband Network (PSBN) Round 2 Coverage Augmentation Objective and grant closeout Work through September 2020 in the amount of \$2,766,729; (b) reflect an increase to the Maximum Contract Sum by \$2,766,729 from \$62,039,634 to \$64,806,363; and (c) make other certain changes as set forth in this Amendment No. 28.

WHEREAS, This Amendment No. 28 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 28, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 28. Unless otherwise noted, section references in this Amendment No. 28 refer to sections of the body of the Agreement, as amended by this Amendment No. 28.

2. Increase for PSBN Round 2 Work. The parties agree and acknowledge that the Consultant will increase the level of effort to assist the Authority in achieving completion of the PSBN Round 2 Coverage Augmentation Objective by June 2020 and grant closeout by September 2020 in exchange for \$2,766,729 as set forth in Appendix A-2 (Agreement Budget), attached to this Amendment No. 28. The Work includes, but is not limited to overseeing, the compressed and accelerated PSBN Round 2 construction deployment, labor compliance, environmental monitoring, site access, grant analysis, review of document submissions, transition to AT&T, etc.

3. Amendments to Agreement.

Section 3.1, within Section 3 (Consideration) of the Agreement, is deleted in its entirety and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Sixty-Four Million, Eight Hundred Six Thousand, Three Hundred Sixty-Three Dollars (\$64,806,363).

4. Amendments to Appendices and Attachments.

Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety and is replaced by Appendix A-2 (Agreement Budget), dated January 2020, attached to this Amendment No. 28 and incorporated herein by this reference to reflect changes in the contract value.

5. This Amendment No. 28 shall become effective as of the date identified in the recitals, which is the date upon which:

- 5.1 An authorized officer of Consultant has executed this Amendment No. 28;
- 5.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 28, if required;
- 5.3 Los Angeles County Counsel has approved this Amendment No. 28 as to form; and
- 5.4 The Executive Director of the Authority has executed this Amendment No. 28.

6. Except as expressly provided in this Amendment No. 28, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

7. Consultant and the person executing this Amendment No. 28 on behalf of Consultant represent and warrant that the person executing this Amendment No. 28 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 28, and that all requirements of Consultant to provide such actual authority have been fulfilled.

8. This Amendment No. 28 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

9. This Amendment No. 28 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

**AMENDMENT NUMBER TWENTY-EIGHT
TO
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 28 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

JACOBS PROJECT MANAGEMENT CO.

By: _____

Scott Edson
Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

**APPENDIX A-2
AGREEMENT BUDGET**

**Los Angeles Regional Interoperable Communications Systems
(LA-RICS)**

LMR SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$19,904,271
Phase 2 – Site Construction and Site Modification	\$10,819,585
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$10,530,378
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$850,050
Grants Analyst	\$223,040
LMR System Total	\$45,101,382

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$2,281,777
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$588,133
LTE System Total	\$11,285,062

PUBLIC SAFETY BROADBAND NETWORK (PSBN) ROUND 2 PROJECT IMPLEMENTATION PLAN (PIP) WORK	
PSBN Round 2 PIP Work	\$5,430,150
PSBN Round 2 Work	\$2,766,729
Grants Analyst	\$223,040
PSBN Round 2 PIP Work Total	\$8,419,919

MAXIMUM CONTRACT SUM	\$64,806,363
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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 15, 2020

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

Dear Directors:

APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS

SUBJECT

The Authority is seeking Board approval to delegate authority to the Executive Director to increase the project budgets for two (2) Telecommunication Facility Construction and Installation sites for a total increased amount of \$51,832 to account for costs resulting from additional safety measures imposed by Southern California Edison (SCE) and liquefaction at these two (2) sites.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find the work and cost contemplated in this Recommended Action at the two (2) sites, SCE Nola (SCENOLA), SCE Palmdale (SCEPLM) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budgets by \$51,832 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:

- a. Increase the Southern California Edison Nola (SCENOLA) project budget by \$40,782.
- b. Increase the Southern California Edison Palmdale (SCEPLM) project budget by \$11,050.

BACKGROUND

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, on November 1, 2018, your Board authorized the Executive Director to procure construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. On August 1, 2019, among other things, your Board approved the list of six (6) prequalified Bidders. Moreover, on October 3, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work at six (6) SCE sites with an individual project budget of \$374,000 for each of the six (6) SCE sites and a total aggregate not to exceed amount of \$2,244,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions contemplated in this Board Letter will authorize the Executive Director to increase the project budget for two (2) SCE sites for a total amount of \$51,832.

On October 3, 2019, your Board authorized a project budget of \$374,000 for both the SCENOLA and SCEPLM sites. On October 16, 2019, Public Works issued an Invitation for Bid (IFB) for the SCENOLA and SCEPLM sites on behalf of the Authority. On December 30, 2019, bids were submitted and opened publicly. The bid results are reflected in the table below.

SITE	BID AMOUNT	AUTHORIZED PROJECT BUDGET	DELTA
SCENOLA	\$414,782	\$374,000	\$40,782
SCEPLM	\$385,050	\$374,000	\$11,050
TOTAL REQUESTED INCREASE:			\$51,832

It is necessary to request an increase for the project budgets at the SCENOLA and SCEPLM sites due to, among other things, additional safety measures imposed by SCE that impacted the bid amounts. Construction at these two (2) SCE sites are located within the electrified portion of the SCE Substations, which pose additional safety hazards necessitating SCE to enforce additional precautionary measures (e.g. custom grounding kits for all construction/drilling vehicles, temporary fencing, safety gear, etc.). These additional precautionary measures have cost implications. Additionally, SCENOLA is a

liquefaction soil site which requires additional construction parameters which also impacted costs.

In light of this information, your Board's approval is requested to authorize an increase to the project budgets at these two (2) sites which would authorize the Executive Director to execute construction contracts for these sites.

FISCAL IMPACT/FINANCING

The requested increased amount of \$51,832 for the construction at the two (2) SCE sites will be fully funded by the BTOP grant and is within the existing budget.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on January 24, 2019, the design, construction, implementation, operation, and maintenance of at the two (2) sites (SCENOLA and SCEPLM) at which PSBN Round 2 infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15303, 15304, and 15332.

Sites SCENOLA and SCEPLM

For Sites SCENOLA and SCEPLM these sites are exempt pursuant to CEQA Guideline sections 15303, 15304 and 15332. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, for Sites SCENOLA and SCEPLM the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of the sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5

of the Government Code; and at none of the sites would the project cause a substantial adverse change in the significance of a historical resource.

The PSBN Round 2 System work at SCENOLA, and SCEPLM has undergone parallel federal environmental review under the National Environmental Protection Act (NEPA), and NTIA has issued an amended Finding of No Significant Impact (FONSI) for the LTE project inclusive of these six (6) sites on May 15, 2019.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

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cc: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

January 15, 2020

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

Dear Directors:

**DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2
SYSTEM SITES WITH THE CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY AND THE TRIAL COURTS OF CALIFORNIA;
AND A COMMUNICATIONS TOWER EXCHANGE AGREEMENT WITH
SANITATION DISTRICTS**

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute real estate agreements and a tower exchange agreement substantially similar in form to the enclosed documents for the below Del Valle 2 (LACFDEL2), Compton Courthouse 2 (CCB2), Pomona Courthouse 2 (POM2), Rio Hondo (RIH) and Scholl Canyon (SHCYN) sites and as identified in Enclosure 1. These agreements will allow the sites to be used for the construction, installation, operation and maintenance of its round 2 Long Term Evolution (LTE2) System, which will provide public safety interoperable communications to the Los Angeles County region, as well as confirm the agreement to allow for the deployment of the Land Mobile Radio (LMR) System at RIH for gratis cost in exchange for use of SHCYN as an LTE2 site by AT&T who will pay rent to the Sanitation District. The 5 sites and the associated agreements needed, which are presented in substantially similar in form to the final documents to be executed, are as follows (enclosed as Enclosure 2):

1. Amendment to Site Access Agreement (SAA) with the Consolidated Fire Protection District of Los Angeles County for one LTE2 site known as Del Valle 2 (LACFDEL2);
2. SAA with the Trial Courts of California for two LTE2 sites known as Compton Courthouse 2 (CCB2) and Pomona Courthouse 2 (POM2); and
3. Communications Tower Exchange Agreement

AGENDA ITEM K

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find the approval and execution of Amendment No. 1 to the Land Mobile Radio (LMR) Site Access Agreement (SAA) with the Consolidated Fire Protection District of Los Angeles County for the Del Valle 2 (LACFDEL2) site to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project.
2. Find the approval and execution of the SAAs with the Trial Courts of California for Compton Courthouse 2 (CCB2) and Pomona Courthouse 2 (POM2) sites to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at these two sites are within the scope of the activities your Board previously found categorically exempt from CEQA on December 5, 2019 pursuant to 14 Cal. Code Regs §§ 15301, 15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Find the approval and execution of the Communications Tower Exchange Agreement for Rio Hondo (RIH) and Scholl Canyon (SHCYN) is within the scope of activities your Board previously found categorically exempt from CEQA review pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.
4. Authorize the Executive Director to finalize and execute the agreements identified herein, substantially similar in form to the agreements attached hereto.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LTE2, discussions and negotiations with the Consolidated Fire Protection District of Los Angeles County and the Trial Courts of California, has resulted in the attached Amendment to SAA and SAAs, Enclosure 2.

Entering into the proposed Amendment to SAA with the Consolidated Fire Protection District of Los Angeles County and SAAs with Trial Courts of California would provide the Authority with licenses and/or sublicenses to use a portion of the parties' owned or leased property for use as LTE2 communication sites. These licensed and/or sublicensed sites would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair LTE2 communications facilities.

With respect to the Communications Tower Exchange Agreement for Rio Hondo (RIH) and Scholl Canyon (SHCYN), your Board has already approved site access agreements with the Sanitation District for RIH and SHCYN. What the Communications Tower Exchange Agreement confirms is that AT&T will pay rent to the Sanitation District for the use of RIH as an LTE Round 2 site in the National Public Safety Broadband Network (NPSBN).

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

A brief summary of similar relevant provisions with the Consolidated Fire Protection District of Los Angeles County and the Trial Courts of California follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Consolidated Fire Protection District of Los Angeles County (LACFDEL2)	1	3 years	Gratis	Exempt	Waived
Trial Courts of California (CCB2 and POM2)	2	3 years	Gratis	Exempt	Waived
Sanitation Districts	2	No Term	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LTE2 System Sites would allow for greater frequency flexibility and would increase broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE infrastructure at LACFDEL2, CCB2, POM2 and SHCYN sites will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the FirstNet NPSBN. For the RIH site, LMR System coverage would be improved as well. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

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

ENVIRONMENTAL DOCUMENTATION

Approval of the design, construction, implementation, operation, and maintenance of Sites LACFDEL2, CCB2 and POM2 at which LTE2 infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332.

Site LACFDEL2

For Site LACFDEL2, it is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303 and 15304. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at this site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2).

Specifically, the LTE2 System work at this site would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the LTE2 System work at this site will have a significant effect on the environment due to unusual circumstances; the LTE2 System work at this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; Site LACFDEL2 is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and LTE2 System work at this site would not cause a substantial adverse change in significance of a historical resource.

Site CCB2 and POM2

For Sites CCB2 and POM2, these two sites are exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303, 15304 and 15332. This determination was based on a detailed analysis of each site, available in the Authority's files, which

demonstrates that the communications equipment and infrastructure proposed at each site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) 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); (3) 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); and (4) qualify as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.).

Specifically, the LTE2 System work at these two sites would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of these sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and a none of the sites would the project cause a substantial adverse change in significance of a historical resource.

Sites RIH and SCHCYN

For sites RIH and SHCYN, as the CEQA lead agency, the Authority previously determined on July 11, 2019, the design, construction, implementation, operation and maintenance of this LTE2 site at which LTE2 System infrastructure may be installed are categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332. Upon the Board's approval of the recommended actions, the Authority will file Notices of Exemption with the County Clerk for the Amendment to SAA and SAAs for LACFDEL2, CCB2 and POM2 in accordance with Section 15062 of the State CEQA guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pdd

Enclosures

c: Counsel to the Authority

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

THIS AMENDMENT NUMBER 1 TO LMR SITE ACCESS AGREEMENT (together with all exhibits, attachments, and schedules hereto, if any, "**Amendment No. 1**") TO THE LMR SITE ACCESS AGREEMENT ("**Agreement**") entered into on June 25, 2019, is effective as of _____,

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT, hereinafter referred to as "**Owner**"

AND

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

Authority,

RECITALS:

WHEREAS, Owner and the LA-RICS Authority have entered into an Agreement dated June 25, 2019 to permit the use of the LACF Del Valle as a Land Mobile Radio ("**Broadband**" or "**LMR**") broadband communication site; and

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

WHEREAS, Owner is willing to permit use of a portion of the LACF Del Valle by the LA-RICS Authority for use as both an LTE and LMR communication site (collectively "**Los Angeles Regional Interoperable Communications System Site**" or "**LA-RICS Site**"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, as modified by this Amendment No. 1 for use of the LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

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

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the Agreement, as amended by this Amendment No. 1.

2. General Revisions to Agreement.

2.01 All references in the Agreement to "LMR Site" shall be replaced with "LA-RICS Site", as defined in this Amendment No. 1.

2.02 All references in the Agreement to "LMR Vendor" shall be replaced with "LMR Vendor and/or LTE Vendor." "LMR Vendor" and "LTE Vendor" are currently defined in the Agreement.

3. Revisions to Section 1. The first paragraph of Section 1 is hereby deleted in its entirety and is replaced as follows:

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

4. Revisions to Section 2. The first paragraph of Section 2 is hereby deleted in its entirety and is replaced as follows:

"The sole purpose of this Agreement is to allow the LA-RICS Authority to access and use the LA-RICS Site for the installation, operation, maintenance, and repair of an LMR and LTE communication facility. The LA-RICS Authority, (and/or its member agencies, the LMR Vendor and/or LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LMR and LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR and LTE system, and associated infrastructure, shelters, equipment and related improvements, collectively the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LA-RICS Site 24 hours per day, 7 days per week without notice. Each LA-RICS Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities")."

5. Revisions to Agreement Exhibits/Attachments. The following exhibits are revised as follows:

Exhibit B (Equipment List) is hereby deleted in its entirety and replaced with the new Exhibit B (Equipment List) which is attached to this Amendment No. 1 and incorporated by this reference.

6. Revisions to Section 25. The following paragraph shall be added to Section 25 as paragraph 25.07 and shall read as follows:

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

7. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

8. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the LA-RICS Authority has executed this Amendment No. 1 or caused it to be duly executed and Owner has caused this Amendment No. 1 to be executed on the day, month and year first above written.

LA-RICS AUTHORITY:

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

By: _____
Print Name: _____
Its: _____

OWNER:

**CONSOLIDATED FIRE PROTECTION
DISTRICT,**
a body corporate and politic

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

**MARY WICKHAM
COUNTY COUNSEL**

By: _____
Deputy

APPROVED AS TO FORM:

**MARY WICKHAM
COUNTY COUNSEL**

By: _____
Deputy

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2020,

BY AND BETWEEN

JUDICIAL COUNCIL OF CALIFORNIA,
hereinafter referred to as "Owner"

AND

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

Owner and LA-RICS Authority are
sometimes collectively referred to herein as
the "PARTIES" or individually as the
"PARTY."

RECITALS:

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

WHEREAS, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("LTE") broadband communication sites (each an "LTE Site" which is further defined herein) to add to the Public Safety Broadband Network ("PSBN"); and

WHEREAS, these LTE Sites will be ultimately incorporated into the federal First Responder Network Authority's ("FirstNet") National Public Safety Broadband Network ("NPSBN") operated by FirstNet's federal contractor, AT&T Inc. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "AT&T"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA"); and

WHEREAS, Owner owns certain real property with a street address of 200 W. Compton Blvd., Pomona, California 90220, as more fully described on the exhibit attached hereto as Exhibit A (the "Real Property"), and the building located thereon known as the Pomona Courthouse (the "Building"); and

WHEREAS, the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the "Court"), and for general office purposes by the County of Los Angeles (the "County"); and

WHEREAS, Owner is willing to permit use of a portion of the rooftop of the Building by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the Parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors (collectively, the "LTE Vendor") to design and construct additional LTE Sites for the PSBN; and (b) FirstNet has retained AT&T (collectively, the "First Net Parties") to design, construct and operate the FirstNet NSPBN of which the LA-RICS Authority's PSBN will be a part; and

WHEREAS, LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site once completed to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN; and

WHEREAS, if LA-RICS Authority is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority and Owner shall terminate this Agreement, as provided herein, and this Agreement shall thereafter be replaced and superseded by a separate agreement entered into between Owner and AT&T concurrently herewith governing AT&T's access, use, and operation of the LTE Site after said termination of this Agreement (the "AT&T LTE Agreement"); and

WHEREAS, Owner and LA-RICS Authority previously entered into that certain LA-RICS LMR Site Access Agreement, dated April 1, 2016 ("LMR Agreement"), pursuant to which the parties agreed to permit LA-RICS to use the portion of the rooftop of the Building referred to in the LMR Agreement as the LMR Site for use as a Land Mobile Radio communications facility (as more fully described in the LMR Agreement). The LTE Site (as defined in Section 1.01) shall jointly use a portion of the LMR Site in addition to a portion of the rooftop of the Building as set forth in Section 1.01; and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by this Agreement for use of the LTE Site located on the rooftop of the Building in accordance with the terms and conditions prescribed herein.

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS Authority, and LA-RICS Authority hereby accepts from Owner, on the terms and conditions set forth herein, the LTE Site which consists of approximately 1,000 square feet of space on the rooftop of the Building,

together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit A and incorporated herein by this reference to be used solely for the Permitted Activities (defined below), which the Parties acknowledge and agree shares a portion of the existing LMR Site located on the Building.

1.02 The LA-RICS Authority acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS Authority accepts the LTE Site in its "as-is" condition with no duty to investigate, and Owner makes no warranty, express or implied, as to: (a) the suitability of the LTE Site or the Real Property for LA-RICS Authority's use; (b) the LTE Site, Building, and Real Property's physical condition including, without limitation, the condition and stability of the soils or groundwater on or under any of the Real Property; or (c) the presence of pollutants or contaminants therein.

1.03 LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an "Authorized Agent") may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS Authority's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS Authority hereby acknowledges the title or other legal right of possession of Owner or its successors in the Real Property, and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Agreement and the grant of rights herein, and by LA-RICS Authority's use and occupancy of the LTE Site for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LTE Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or claim to the continued use of the LTE Site or any other part of the Real Property beyond those specifically given in and by this Agreement.

1.05 Ownership of the LTE Facility (defined below) and all other alterations, additions or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor (NTIA) which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may at its expense remove any of its own improvements to the Real Property at any time during the term of the Agreement and, subject to section 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS Authority, the LTE Vendor, and/or any Authorized Agent: (a) subject at all times to the requirements of section 3 below, shall have the right

to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "LTE Facility"); and (b) subject at all times to the access requirements set forth in section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities"). The Parties acknowledge and agree that the use of the LTE Facility or LTE Site for any commercial- or private-business operations is strictly prohibited without Owner's prior, express written approval therefor.

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

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

3. APPROVALS/DESIGN REVIEW

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans (along with any other information reasonably requested by Owner) for the LTE Facility to be constructed at the LTE Site at the Zoning Drawings, 75CDs, and 100CDs stages of the design process, for Owner's review and approval, which approval shall be at Owner's sole discretion but not unreasonably denied. LA-RICS Authority agrees to discuss with Owner any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans.

3.02 Upon Owner's written approval of the final site plan for the LTE Facility at the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants that the LA-RICS Authority is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS Authority's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS Authority has adopted County's operating code). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the Building Code requirements of the governmental authority having jurisdiction over the Real

Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LTE Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations including, without limitation, those: of the California Building Standards Commission (CBSC), of the Federal Communications Commission, related to all Hazardous Materials (defined below) requirements, related to all National Fire Protection Association and State Fire Marshal requirements, of the Federal Aviation Administration ("FAA") related to all marking and lighting requirements, and of the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and evidence of all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LTE Facility visible from the street level below and that may not be otherwise required by any permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein including, but not limited to, the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering reports, environmental investigations or other tests or reports on, over, and under the LTE Site to the extent necessary (a) to proceed with design and construction, (b) for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or (c) to determine if the LA-RICS Authority's use of the LTE Site will be compatible with the LA-RICS Authority's engineering specifications and design and operational requirements; provided, however, that all access to the Real Property required for such engineering reports, environmental investigations and other tests or reports: (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such engineering reports, environmental investigations or other tests or reports. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications so as not to unreasonably delay the design and construction of the LTE Facility.

3.06 Prior to the submission of any plans by LA-RICS Authority to Owner pursuant to section 3.01 above or section 6 (or, as applicable, section 8) below for a construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner for each such instance a non-refundable fee in the amount of \$10,000 in order to compensate Owner for the cost of: (i) the construction plan review required by this Agreement; (ii) permit applications if and to the extent Owner is the permitting authority; and (iii) inspection, testing and approvals required or permitted by this Agreement. In addition, if Owner is ultimately required to contract with one or more third party service providers to perform any or all of the activities described in this section and the total cost of those services exceeds the \$10,000 non-refundable fee provided herein, then LA-RICS Authority shall reimburse Owner for all such costs actually incurred in excess of the \$10,000 non-refundable fee already paid pursuant hereto within thirty (30) days after receipt of an invoice with supporting documentation therefor.

4. **TERM**

4.01 The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and end on June 1, 2021, subject to early termination, or options to extend, if any, as set forth herein.

4.02 Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason. The parties further acknowledge and agree that this Agreement shall automatically terminate upon the commencement, if at all, of the AT&T LTE Agreement for the performance of the Permitted Activities contemplated herein this Agreement which termination shall be confirmed by written notice from Owner to LA-RICS Authority.

5. **CONSIDERATION**

The consideration for the use and rights granted herein shall be LA-RICS Authority's compliance with all of the terms and conditions of this Agreement. In addition to the foregoing, LA-RICS Authority shall reimburse Owner for any and all costs and expenses that Owner incurs for LA-RICS Authority's installation of equipment and improvements, subsequent site modifications, and/or ongoing occupancy of the LTE Site including, but not limited to: (i) inspections; (ii) safety testing; (iii) plan review; (iv) structural load surveys; (v) electrical load surveys; (vi) permits; (vii) access and escorting; (viii) fire marshal direct billing; (ix) miscellaneous repairs and maintenance; and (x) any other expenses that Owner may incur due to LA-RICS Authority's performance of the Permitted Activities. LA-RICS Authority shall reimburse Owner for all such costs and expenses within thirty (30) days of receipt of an invoice with supporting documentation therefor.

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

Owner shall have the opportunity to review and approve all project plans and specifications for any of the LA-RICS Authority's proposed alterations of the equipment

comprising the LTE Facility (not including "like-kind" replacements as provided for below) after LA-RICS Authority's initial installation of the LTE Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours' prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS Authority's option, with the right to require an LA-RICS Authority representative to accompany Owner during any such inspection of or access to the LTE Site.

The LA-RICS Authority shall not commence installation of equipment or alteration of the LTE Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of any such omissions, errors and/or other mistakes. The LA-RICS Authority shall not cause or permit any change of any equipment installed on the LTE Site including, without limitation, power outputs or changes in the use of frequencies described in Exhibit B (Equipment List), but not including "like-kind" replacements, except and until after Owner has been provided an opportunity to review and approve such plans and specifications and after LA-RICS Authority has complied with all applicable conditions therefor as set forth herein this Agreement including, without limitation, section 3 above. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

7. INSTALLATION

7.01 LA-RICS Authority shall install the LTE Facility at the LTE Site at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and subsequent operation of the LTE Facility shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by Owner. LA-RICS Authority and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Main components of the LTE Facility shall be clearly identified with LA-RICS Authority's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name(s), address(es), telephone number(s), Federal Communications Commission ("FCC") Agreement number(s) and frequencies in use. Such identification shall be attached in order to be in plain view to Owner's reasonable satisfaction.

7.02 LA-RICS Authority agrees that Owner may grant the use of any unused portion of the Real Property to any third party including for the purpose of installing

communications transmitting/receiving equipment so long as such uses do not unreasonably conflict or interfere with the LA-RICS Authority's operations provided for pursuant to this Agreement which are in existence at the commencement of the third party's use. Any third party granted rights by Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave purposes (collectively, the "Owner Facilities"). LA-RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with LA-RICS Authority's equipment, transmission or reception that may be caused by the installation of the Owner Facilities.

7.04 LA-RICS Authority accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement and acknowledges the existence of the LMR Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and subject without limitation to compliance with sections 3, 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business. Subject without limitation to Owner's prior approval rights and the conditions set forth in sections 3 and 6 above, LA-RICS Authority has the right to do all work necessary to prepare, modify and maintain the LTE Site, including any structural upgrades thereto, to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS Authority's operations of the LTE Facility at the LTE Site. Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or the Real Property or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Upon completion of the installation of the equipment comprising the LTE Facility at the LTE Site, LA-RICS Authority shall provide Owner with as-built drawings of the LTE Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS Authority's shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS Authority use of the LTE Site in PDF format and, if so requested by the Judicial Council, in hard copy as well. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS Authority fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice therefor, Owner may cause such As-Builts

to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

8. **ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property without prior written approval by Owner other than to install, maintain, replace and operate the LTE Facility in accordance with the documentation attached hereto as Exhibit A (Site List), Exhibit B (Equipment List), and Exhibit C (Site Plan) and/or as permitted elsewhere herein provided that such renovations, alterations, or improvements are consistent with the Permitted Activities. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS Authority shall have the right, after providing 30 days' prior written notice to Owner and obtaining Owner's written consent which shall not be unreasonably withheld, conditioned, or delayed, to perform the following: (a) make reasonable repairs and replacements of specifically "like-kind" infrastructure, shelters, equipment, and/or related improvements, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations so long as such alterations or modifications do not increase the overall size or weight of the LTE Facility and, as applicable, Owner has reviewed and approved the plans and specifications pursuant to and in accordance with section 3 above. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority. All work to be done by LA-RICS Authority under this section shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

9. **MAINTENANCE**

The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

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

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS Authority's equipment including, without limitation, the LTE Facility shall be performed in a neat and workmanlike manner and shall

at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of the LTE Facility and all of LA-RICS Authority's equipment including, but not limited to, the applicable Building Code.

All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations on the Real Property which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 48 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LTE Site and LTE Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow any such inspection.

Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

LA-RICS Authority shall remove any debris resulting from maintenance, operation and construction on the LTE Site by LA-RICS Authority, its agents or contractors (including without limitation the LTE Vendor and any Authorized Agent). In the event that LA-RICS Authority fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five-business day period, Owner may cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal; provided, however, that LA-RICS Authority shall have such extended period as may be reasonably required if the nature of the removal is such that it reasonably requires more time to complete and LA-RICS Authority has commenced the removal upon such written notice from Owner and has acted with reasonable diligence in commencing and pursuing the removal to completion.

11. OTHER OPERATIONAL RESPONSIBILITIES

11.01 As applicable, LA-RICS Authority shall:

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

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

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

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

12. **RELOCATION**

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, and (iii) meets with the requirements of Public Resources Code section 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project, and (iv) does not interfere with any portion of the LTE Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment from the LTE Site to the Alternate Site;

(c) Owner shall give LA-RICS Authority at least six months written notice before requiring said relocation to the Alternate Site; and

(d) LA-RICS Authority's use pursuant hereto will not be unreasonably interrupted by the relocation to the Alternate Site and LA-RICS Authority shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation to the Alternate Site.

12.02 LA-RICS Authority shall have the right to request relocation of the LTE Facility or any portion thereof to an Alternate Site on the Real Property and subject to Owner's prior written consent which may be given or withheld in Owner's sole and absolute discretion, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LTE Facility or the LA-RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of Owner's approval, if at all, of LA-RICS Authority's request to relocate to an Alternate Site;

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

(c) LA-RICS Authority shall give Owner at least six months written notice of the requested relocation.

13. **ACCESS TO LTE SITE**

13.01 Subject to the limitations set forth in this section, Exhibit C and Exhibit D, Owner hereby grants to the LA-RICS Authority, the LTE Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Initial Term and any extension thereof, the access which serves the LTE Site through the Building on the route shown on the drawing attached hereto as Exhibit C ("Access Route"). The LA-RICS Authority, on behalf of itself, the LTE Vendor, and any Authorized Agent, acknowledge and accept the present condition of the Access on an "as is" basis. All those individuals desiring to access the LTE Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. LA-RICS Authority, its employees, agents, and contractors, the LTE Vendor, and all Authorized Agents **may NOT enter any non-public or restricted area of the Real Property** including, without limitation, non-public or restricted portions of the Access Route at any time or for any reason (including in response to an emergency) without the presence and approval of an Owner escort as required herein.

13.02 All those desiring to access the LTE Site for any purpose including, without limitation, for all emergency and non-emergency service calls and/or design and construction activities must follow the access procedures outlined in Exhibit D attached hereto and incorporated herein, which procedures are subject to reasonable change by Owner from time to time. LA-RICS Authority agrees to pay for such Owner escort for non-emergency and emergency service calls at the rates set forth in Exhibit D which rates are subject to change from time to time.

13.03 Failure to comply with the provisions of this section 13 shall be deemed an incurable event of default.

14. **EMERGENCY ACCESS BY OWNER**

Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS Authority's transmission(s) from the LTE Site should LA-RICS Authority be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens public safety and/or Owner's operation on the Real Property; provided, however, that Owner shall endeavor, when reasonably permissible under the circumstances, to provide 24-hour prior notice to LA-RICS Authority and to access the LTE Site in the presence, if possible, of an LA-RICS Authority representative if so provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LTE Site. LA-RICS Authority shall reimburse Owner for Owner's actual costs to correct any deficiency pursuant to this section within thirty (30) days of receipt of an invoice with supporting documentation therefor.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.02 **Interference with Public Safety Systems.** In the event LA-RICS Authority's equipment or operations causes any interference with any existing or future public safety-related systems, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be promptly resolved.

15.03 **Interference with Non-Public Safety Systems.** In the event LA-RICS Authority's operations or equipment causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be promptly resolved.

15.04 **Interference During Emergency.** If any measurable interference with Owner's telecommunications or other electronic equipment or systems is caused by LA-

RICS Authority's equipment during an emergency incident, in Owner's sole and absolute discretion, LA-RICS Authority will immediately cease operation, transmission or further use of LA-RICS Authority's equipment until such time as Owner notifies LA-RICS Authority that the emergency incident and/or interference has ended; provided, however, that LA-RICS Authority shall be permitted to power up its equipment for intermittent testing with notice and Owner approval.

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

16. UTILITIES

16.01 Utility Service. LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities and, as provided herein, shall be responsible for the cost of all utilities and installations thereof necessary for the operation of the LTE Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS Authority acknowledges and agrees that LA-RICS Authority nonetheless shall be responsible for any all costs of utilities used by LA-RICS Authority, which costs will be paid by LA-RICS Authority within thirty (30) days of its receipt of an invoice from Owner or as otherwise provided herein.

16.02 Utility Costs; Sub-Meter Equipment.

(a) LA-RICS Authority is responsible for reimbursing Owner for the cost of all utility services provided to the LTE Site by Owner.

(b) LA-RICS Authority, at its sole cost and expense, shall install an internet-based sub-meter, transducer data logger and related equipment of

Owner's choice (collectively, the "Sub-Meter Equipment") to determine and track LA-RICS Authority's electrical power usage at the Real Property.

(c) Owner shall, at its sole cost and expense, purchase and maintain a web account and software in order to interface with the transducer data logger for retrieving energy/power use data from the Sub-meter Equipment. Owner shall provide to LA-RICS Authority read only access to the web account.

(d) LA-RICS Authority shall provide Owner with its estimated amount of annual usage in kilowatt hours (kWh) and Owner shall use that information to provide an initial estimated rate based on current Time of Use rates that shall be updated annually in accordance with increases to the local utility's Time of Use rates (the "Utility Charge Rate").

(e) LA-RICS Authority shall thereafter pay to Owner in arrears on or before the last day of each month, a utility charge based on LA-RICS Authority's actual usage per the Sub-Meter Equipment transducer data logger readings for the previous month multiplied by the Utility Charge Rate (each a "Utility Charge"). LA-RICS Authority shall provide payment of a Utility Charge with the data logger reading and without first requiring an invoice from Owner therefor.

(f) The parties acknowledge and agree that Time-of-Use pricing is a variable rate structure that charges for energy depending on the time of day and the season the energy is used; therefore, the Utility Charge Rate will be determined by the time of day when the electricity is used and by how much electricity is used. Owner, at its discretion, may modify the methodology for determining a utility Charge based on the introduction of new or more efficient software and/or equipment. LA-RICS Authority represents and warrants that its electrical power usage through the Sub-Meter Equipment shall be its only use of electrical power on the Real Property.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS Authority agrees to indemnify, defend, save and hold harmless the Judicial Council of California; State of California; County of Los Angeles; Superior Court of California, County of Los Angeles; and their respective elected and appointed officers, judicial officers, directors, employees and agents from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever including, without limitation, bodily injury, death, personal injury, or property damage arising from, related to, or connected with LA-RICS Authority's, or its member agencies, employees, agents, representatives, and contractors', negligent acts or omissions, willful misconduct, occupancy or use of the LTE Site and the Access Route, or LA-RICS Authority's performance of the Permitted Activities or any other right granted hereunder this Agreement, including, without limitation, any

Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS Authority by any person pursuant to this Agreement including without limitation the LTE Vendor and any Authorized Agent.

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

18. **INSURANCE**

18.01 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority, the LTE Vendor and any Authorized Agent entering onto the Real Property shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Owner's Risk Manager and, on or before the commencement of any Permitted Activities, evidence of such programs satisfactory to Owner Risk Manager shall be delivered to:

Judicial Council of California
Facilities Services
Risk Management Unit
455 Golden Gate Street, 8th Floor
San Francisco, CA 94102
Attention: Maria Topete
E-mail: maria.topete@jud.ca.gov
Fax: (415) 865-8885

Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Judicial Council of California; State of California; County of Los Angeles; Superior Court of California, County of Los Angeles; and their respective elected and appointed officers, judicial officers, directors, employees and agents (collectively "Owner Parties") as additional insureds (except for the Workers' Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Agreement, but LA-RICS Authority will provide the Owner with verification of financial responsibility if self-insured and will require its contractors and their subcontractors to provide commercial insurance as required in this section. Any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s) shall name the Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and, if required, Excess Liability or Umbrella Liability insurance) for the LTE Site, Permitted Activities, and operations on the Real Property, which shall be primary to and neither excess nor contributory to any other insurance or program of self-insurance maintained by the State of California; the Judicial Council of California; the Superior Court of California, County of Los Angeles; or the County of Los Angeles. The insurance policy shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, products and completed operations, personal and advertising injury. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation of any work.

(b) Commercial Automobile Liability. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 for each accident or loss. The insurance policy shall cover liability arising out of the operation, use, loading, and unloading of a motor vehicle including for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS Authority's performance of the Permitted Activities including any installation work and the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties bring onto, or use on or about the LTE Site or Real Property, any kinds and amounts of Hazardous Materials required for operation of the LTE Facility, Pollution Liability Insurance with limits of not less than \$2,000,000. The insurance policy shall include coverage for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the Permitted Activities under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. The policy must include the Owner Parties as additional insureds insofar as the Permitted Activities are concerned.

(d) Workers Compensation and Employers Liability. Workers' Compensation Insurance as required by law with a waiver of subrogation in favor of the Owner Parties. Employer's Liability Insurance which specifically covers all persons providing services on behalf of LA-RICS Authority and all risks to such persons under the Agreement with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

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

18.03 Waiver of Subrogation. LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any right of recovery

or subrogation it may have against the Owner Parties for direct physical loss or damage to the LTE Facility and LTE Site, or for any liability arising out of the Permitted Activities performed by LA-RICS Authority under this Agreement.

18.04 Notice of Change/Cancellation. All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 Deductible. LA-RICS Authority shall be responsible for and may not recover from the Owner Parties any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 Primary, Non-Contributing. The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the Owner Parties.

18.07 Cost. The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the Owner Parties.

18.08 Contractor Compliance. LA-RICS Authority shall require insurance from its contractors and their subcontractors of any tier with the same terms and conditions as required of the LA-RICS under this section 18.

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

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause any contractor or subcontractor to maintain, the required program(s) of insurance shall constitute a material breach of this Agreement upon which Owner may immediately terminate this Agreement.

19.02 Compensation for Owner Costs. In the event that LA-RICS Authority fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS Authority shall fully reimburse Owner for all reasonable costs, including attorney fees and costs, incurred by Owner within 30 days of a receipt of an invoice therefor.

19.03 No occupancy or use of the LTE Site shall commence until LA-RICS Authority has complied with the aforementioned insurance requirements, and shall be

suspended during any period that LA-RICS Authority fails to maintain its compliance and said insurance policies in full force and effect.

20. **TAXES**

20.01 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

20.02 LA-RICS Authority shall pay before delinquency all lawful taxes, assessments, fees and charges which at any time may be levied upon the LTE Site or for the Permitted Activities by the Federal, State, County, City, or any other tax- or assessment-levying body.

20.03 If LA-RICS Authority fails to pay any lawful taxes or assessments upon the LTE Site or for the Permitted Activities which LA-RICS Authority is obligated to pay, LA-RICS Authority will be in material default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner within 30 days of receipt of an invoice therefor. LA-RICS Authority and Owner agree that this is an Agreement and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any applicable law shall be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to LA-RICS Authority:

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

24-hour emergency contact information for LA-RICS is as follows:

NETWORK OPERATIONS CENTER: (323) 881-8260

If to Owner:

Judicial Council of California
Facilities Services
Attn: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-5334

with a copy to: Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Telephone: 916-263-7999

In addition, all notices relating to termination of the Agreement or an alleged breach or default by Owner must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Telephone: 415-865-7989
Fax: 415-865-4326

Owner's 24-hour contact:

Judicial Council's Customer Service Center (CSC)
Email: csc@jud.ca.gov
Telephone: 888-225-3583

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission provided that such notices are followed up with a copy sent via US Mail within 24 hours' of transmission.

22. LTE FACILITY REMOVAL

22.01 LA-RICS Authority shall remove all of its LTE Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS Authority excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the

expiration date provided herein in which case LA-RICS Authority shall comply with this provision within ninety (90) days of said termination or cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS Authority's property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may be given or withheld or conditioned in Owner's sole and absolute discretion. Notwithstanding the foregoing and subject to the provisions herein, any selling, assignment or transferring by LA-RICS Authority of this Agreement will not release LA-RICS Authority from the obligations contained herein except as specifically agreed to in writing by the parties.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

- (a) A written request for approval;
- (b) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee, if applicable;

- (c) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (d) Any other information reasonably requested by Owner.

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

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

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

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to LA-RICS Authority. Owner shall submit any proposed lease or license to LA-RICS Authority for review and approval prior to entering into such lease or license, which approval shall not be unreasonably conditioned, withheld or delayed. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LTE Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, if any, which sum is intended to compensate LA-RICS Authority for its operational, administrative and other costs associated with any third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined and subject to the terms below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided,

however, as a condition precedent to LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a commercially reasonable form ("Non-Disturbance Agreement") satisfactory to the encumbering Party of the Mortgage (a "Lender") and LA-RICS Authority, which shall contain at a minimum the terms set forth hereinbelow and shall recognize LA-RICS Authority's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the Lender's agreement that, if Lender or its successor in interest or any purchaser of Lender or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, and LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, and (b) fulfill Owner's obligations under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants (if any) in the subject Mortgage and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS Authority will execute an agreement for the Lender's benefit in which LA-RICS Authority: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property.

27. CONDEMNATION

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

28. DEFAULT

28.01 Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority and LA-RICS Authority shall have thirty (30) days from the date of said notice (the "Cure Period") in which to cure the default; provided, however, that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure

Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Except with respect to any violation of the access restrictions set forth in this Agreement including, without limitation, in section 13, which Owner may deem an incurable event of default, Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period or as otherwise provided in this section, Owner may, in addition to any and all other rights and remedies available to Owner under applicable law: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, and/or (b) terminate this Agreement effective upon written notice to LA-RICS Authority, take possession of the LTE Site and remove, at LA-RICS Authority's expense, all LA-RICS Authority's improvements located thereon.

28.02 In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have the Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Agreement upon written notice to Owner.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

30.01 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property; provided, however, that LA-RICS Authority may bring onto

and use on or about the LTE Site those kinds and amounts of Hazardous Materials typically required for operation of the LTE Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within 15 days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LTE Site, Building and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing or removal of the LTE Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities; provided, however, that LA-RICS Authority shall not be liable for any fines, penalties or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments described in this section are caused by the negligence or intentional misconduct of Owner Parties.

30.05 As used in this section, "Hazardous Material" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, regulation, rule, or ordinance.

31. **DAMAGE OR DESTRUCTION**

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

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

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's gross negligence or willful misconduct.

32. **AUTHORIZATION WARRANTY**

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

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

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

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

34.01 LA-RICS Authority hereby assures that it will comply with all applicable Federal and California laws relating to discrimination against employees or members of the public because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

36.02 LA-RICS Authority certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person.

34.03 LA-RICS Authority certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

34.05 While Owner reserves the right, in its own discretion, to reasonably determine independently whether the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Department of Fair Employment & Housing and/or the Federal Equal Employment Opportunity Commission that LA-RICS Authority has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by Owner that LA-RICS Authority has violated the anti-discrimination provisions of this Agreement.

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

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

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

37. **PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendor and all information obtained in connection with Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of Owner. All such documents shall become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court rule 10-500 et seq. ("Rule 10-500") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is required by law or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 request as requested by LA-RICS Authority for any of the aforementioned documents, information, books, records, and/or contents thereof marked "trade secret," "confidential," or "proprietary," LA-RICS Authority agrees to fund in advance all costs and expenses including, without limitation, reasonable attorney's fees incurred in such action or liability arising under Rule 10-500.

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

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents thereof, Owner agrees to refund

and indemnify the LA-RICS Authority from all costs and expenses including, without limitation, reasonable attorney's fees incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice therefor.

38. **OTHER TERMS AND CONDITIONS**

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

38.02 No Habitation. The LTE Site shall not be used for human habitation.

38.03 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

38.04 Safety. LA-RICS Authority shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of or related to LA-RICS Authority's use of the LTE Site or any Permitted Activities thereon. LA-RICS Authority shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on or near the LTE Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LTE Site. LA-RICS Authority is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction, installation, improvement, and operation of the LTE Facility and the LTE Site. LA-RICS Authority will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LTE Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state or local laws.

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

38.06 Security Devices. LA-RICS Authority, at its own expense, may provide any legal devices or equipment and the installation thereof designated for the purpose of protecting the LTE Site from theft, burglary or vandalism; provided, however, that written approval for the installation thereof is first obtained from Owner. Owner shall be responsible for securing the Real Property.

39. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS Authority's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS Authority (and the LTE Facility removed from the LTE Site in accordance with Section 22 hereof (LTE Facility Removal)) upon a loss or reduction of grant funds or other applicable funding sources.

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

LA-RICS Authority is hereby informed and acknowledges the following:

40.01 By entering into this Agreement and becoming a licensed user of the LTE Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 USC section 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code section 7260 et seq.) (collectively, the "Relocation Statutes") should Owner at some time make use of the LTE Site in such a way as to "displace" LA-RICS Authority from the LTE Sites. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (iii) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that LA-RICS Authority does not waive its rights to Relocation Benefits to the extent that LA-RICS Authority's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect

to the LTE Site or as otherwise expressly set forth in this Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

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

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

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

42. **BANKRUPTCY**

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

43. **SUCCESSORS AND ASSIGNS**

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

44. **SEVERABILITY**

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

45. **INTERPRETATION**

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

46. **ATTORNEYS' FEES.**

The prevailing Party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other Party.

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JUDICIAL COUNCIL OF CALIFORNIA

A California Joint Powers Authority

By: _____

Name: Stephen Saddler

Title: Manager, Contracts

Date: _____

By: _____

Name: Scott Edson

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

APPROVED AS TO FORM:

Judicial Council of California

Legal Services

By: _____

Deputy

By: _____

Name: Jeremy P. Ehrlich

Title: Attorney

Date: _____

EXHIBIT A

SITE LIST

EXHIBIT B
EQUIPMENT LIST

EXHIBIT C
SITE PLAN AND ACCESS ROUTE

[TO BE INCORPORATED BY REFERENCE]

EXHIBIT D

ACCESS PROCEDURE

All access requests will be coordinated by Judicial Council's Customer Service Center (CSC). Access requests must be called in and e-mailed to the CSC by an approved representative of LA-RICS Authority. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of any of its contractors. Permission to enter the LTE Site will be given only to persons named in advance (**Licensee Workers**) by the LA-RICS Authority-approved representative, upon evidence of proper identification. Licensee Workers will not be permitted to enter or remain in any non-public area of the Real Property at any time without an Owner designated or approved security escort. Any work which would reasonably disrupt Court operations in any way will need to be scheduled after hours. Upon entry to the LTE Site, Licensee Workers will sign and date the Owner's "Request for Access" form (see copy below) when presented.

Upon completion of the work, the Owner will bill Licensee for those costs incurred by the Owner identified below in providing the security escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Owner escort at the Owner's standard hourly rate for any portion of any scheduled service call. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday, Court holidays and other closure days excepted, and \$150.00 per hour for any scheduled service call which occurs outside of regular Court business hours. The current standard rate is \$175.00 per hour for emergency service calls. All escort charges are subject to reasonable adjustment at any time upon 30 days' prior written notice.

Non-Emergency Access Requests: Non-emergency access requests must be called in and e-mailed to the CSC at least 72 hours in advance of the requested service date. Any missed appointment will be charged as one hour of time at the rate applicable to the scheduled start time of the visit.

Emergency Service Calls: Emergency appointments will be coordinated by the CSC within 2 hours after receipt of a request for access. Any missed appointment will be charged as four hours of time at the rate applicable to the scheduled start time of the visit.

To initiate a request for access Licensee's approved representative will:

1. Complete Section 1 of Judicial Council's "Request for Access" form (see copy below) and email to csc@jud.ca.gov; **AND ALSO**
2. Call the CSC at 888-225-3583 (this will expedite the process)

Request for Access

Rev 14: 05-23-2019

Please submit form to CSC@jud.ca.gov

Please also call 888-225-3583

**JUDICIAL COUNCIL
OF CALIFORNIA**ADMINISTRATIVE DIVISION
FACILITIES SERVICES**Section 1 - To be Completed by Outside Entity (OE) or OE Representative (All fields in Section 1)**

Check all that apply:	Is this telecom related work?	Bldg. Access for routine maintenance	Site Modification / Plan Approval*	Regular Hrs* (M-F 8am-5pm, excl. holidays/closures)	After-Hrs/Weekends*
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Building Address: (Street & City)	
Today's Date:	
Outside Entity/Cell Site Company Name:	
Cell Site Number (N/A if not applicable):	
Requestor's Name, Cell No. & E-mail:	
Name of Company Requesting Access:	
List below all personnel requiring access.	

Scope of Work (Please include Attachments if needed!)Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost.

Estimated Project Cost:	Description of Work:
Electrical Loads FLA VAC	
Structural Loads / # of Unit Wght Qt.	
Battery Repair/Replace: Yes No	
Antenna Repair/Replace: Yes No	
Rack/Bay: Yes No	
Generational Upgrade: Yes No	

Requested Access Date(s)	Estimated Start & Stop Time(s)

Section 2 - To be completed by Judicial Council Facility Operations (or Facility Operations' Service Provider)

Judicial Council Bldg. ID:	Service Work Order No. (SWO):	
Organization Providing Escort/Access:		
Total No. of Hours:		
Access Date(s)	Start Time(s)	Stop Time(s)

Outside Entity Signoff:	Judicial Council Signoff:

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2020,

BY AND BETWEEN

JUDICIAL COUNCIL OF CALIFORNIA,
hereinafter referred to as "Owner"

AND

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

Owner and LA-RICS Authority are
sometimes collectively referred to herein as
the "PARTIES" or individually as the
"PARTY."

RECITALS:

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

WHEREAS, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("LTE") broadband communication sites (each an "LTE Site" which is further defined herein) to add to the Public Safety Broadband Network ("PSBN"); and

WHEREAS, these LTE Sites will be ultimately incorporated into the federal First Responder Network Authority's ("FirstNet") National Public Safety Broadband Network ("NPSBN") operated by FirstNet's federal contractor, AT&T Inc. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "AT&T"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA"); and

WHEREAS, Owner owns certain real property with a street address of 400 Civic Center Plaza, Pomona, California 91766, as more fully described on the exhibit attached hereto as Exhibit A (the "Real Property"), and the building located thereon known as the Pomona Courthouse (the "Building"); and

WHEREAS, the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the "Court"), and for general office purposes by the County of Los Angeles (the "County"); and

WHEREAS, Owner is willing to permit use of a portion of the rooftop of the Building by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the Parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors (collectively, the "LTE Vendor") to design and construct additional LTE Sites for the PSBN; and (b) FirstNet has retained AT&T (collectively, the "First Net Parties") to design, construct and operate the FirstNet NSPBN of which the LA-RICS Authority's PSBN will be a part; and

WHEREAS, LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site once completed to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN; and

WHEREAS, if LA-RICS Authority is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority and Owner shall terminate this Agreement, as provided herein, and this Agreement shall thereafter be replaced and superseded by a separate agreement entered into between Owner and AT&T concurrently herewith governing AT&T's access, use, and operation of the LTE Site after said termination of this Agreement (the "AT&T LTE Agreement"); and

WHEREAS, Owner and LA-RICS Authority previously entered into that certain LA-RICS LMR Site Access Agreement, dated April 1, 2016 ("LMR Agreement"), pursuant to which the parties agreed to permit LA-RICS to use the portion of the rooftop of the Building referred to in the LMR Agreement as the LMR Site for use as a Land Mobile Radio communications facility (as more fully described in the LMR Agreement). The LTE Site (as defined in Section 1.01) shall jointly use a portion of the LMR Site in addition to a portion of the rooftop of the Building as set forth in Section 1.01; and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by this Agreement for use of the LTE Site located on the rooftop of the Building in accordance with the terms and conditions prescribed herein.

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS Authority, and LA-RICS Authority hereby accepts from Owner, on the terms and conditions set forth herein, the LTE Site which consists of approximately 1,000 square feet of space on the rooftop of the Building,

together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit A and incorporated herein by this reference to be used solely for the Permitted Activities (defined below), which the Parties acknowledge and agree shares a portion of the existing LMR Site located on the Building.

1.02 The LA-RICS Authority acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS Authority accepts the LTE Site in its "as-is" condition with no duty to investigate, and Owner makes no warranty, express or implied, as to: (a) the suitability of the LTE Site or the Real Property for LA-RICS Authority's use; (b) the LTE Site, Building, and Real Property's physical condition including, without limitation, the condition and stability of the soils or groundwater on or under any of the Real Property; or (c) the presence of pollutants or contaminants therein.

1.03 LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an "Authorized Agent") may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS Authority's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS Authority hereby acknowledges the title or other legal right of possession of Owner or its successors in the Real Property, and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Agreement and the grant of rights herein, and by LA-RICS Authority's use and occupancy of the LTE Site for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LTE Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or claim to the continued use of the LTE Site or any other part of the Real Property beyond those specifically given in and by this Agreement.

1.05 Ownership of the LTE Facility (defined below) and all other alterations, additions or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor (NTIA) which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may at its expense remove any of its own improvements to the Real Property at any time during the term of the Agreement and, subject to section 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS Authority, the LTE Vendor, and/or any Authorized Agent: (a) subject at all times to the requirements of section 3 below, shall have the right

to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "LTE Facility"); and (b) subject at all times to the access requirements set forth in section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities"). The Parties acknowledge and agree that the use of the LTE Facility or LTE Site for any commercial- or private-business operations is strictly prohibited without Owner's prior, express written approval therefor.

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

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

3. APPROVALS/DESIGN REVIEW

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans (along with any other information reasonably requested by Owner) for the LTE Facility to be constructed at the LTE Site at the Zoning Drawings, 75CDs, and 100CDs stages of the design process, for Owner's review and approval, which approval shall be at Owner's sole discretion but not unreasonably denied. LA-RICS Authority agrees to discuss with Owner any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans.

3.02 Upon Owner's written approval of the final site plan for the LTE Facility at the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants that the LA-RICS Authority is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS Authority's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS Authority has adopted County's operating code). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the Building Code requirements of the governmental authority having jurisdiction over the Real

Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LTE Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations including, without limitation, those: of the California Building Standards Commission (CBSC), of the Federal Communications Commission, related to all Hazardous Materials (defined below) requirements, related to all National Fire Protection Association and State Fire Marshal requirements, of the Federal Aviation Administration ("FAA") related to all marking and lighting requirements, and of the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and evidence of all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LTE Facility visible from the street level below and that may not be otherwise required by any permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein including, but not limited to, the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering reports, environmental investigations or other tests or reports on, over, and under the LTE Site to the extent necessary (a) to proceed with design and construction, (b) for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or (c) to determine if the LA-RICS Authority's use of the LTE Site will be compatible with the LA-RICS Authority's engineering specifications and design and operational requirements; provided, however, that all access to the Real Property required for such engineering reports, environmental investigations and other tests or reports: (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such engineering reports, environmental investigations or other tests or reports. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications so as not to unreasonably delay the design and construction of the LTE Facility.

3.06 Prior to the submission of any plans by LA-RICS Authority to Owner pursuant to section 3.01 above or section 6 (or, as applicable, section 8) below for a construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner for each such instance a non-refundable fee in the amount of \$10,000 in order to compensate Owner for the cost of: (i) the construction plan review required by this Agreement; (ii) permit applications if and to the extent Owner is the permitting authority; and (iii) inspection, testing and approvals required or permitted by this Agreement. In addition, if Owner is ultimately required to contract with one or more third party service providers to perform any or all of the activities described in this section and the total cost of those services exceeds the \$10,000 non-refundable fee provided herein, then LA-RICS Authority shall reimburse Owner for all such costs actually incurred in excess of the \$10,000 non-refundable fee already paid pursuant hereto within thirty (30) days after receipt of an invoice with supporting documentation therefor.

4. **TERM**

4.01 The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and end on June 1, 2021, subject to early termination, or options to extend, if any, as set forth herein.

4.02 Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason. The parties further acknowledge and agree that this Agreement shall automatically terminate upon the commencement, if at all, of the AT&T LTE Agreement for the performance of the Permitted Activities contemplated herein this Agreement which termination shall be confirmed by written notice from Owner to LA-RICS Authority.

5. **CONSIDERATION**

The consideration for the use and rights granted herein shall be LA-RICS Authority's compliance with all of the terms and conditions of this Agreement. In addition to the foregoing, LA-RICS Authority shall reimburse Owner for any and all costs and expenses that Owner incurs for LA-RICS Authority's installation of equipment and improvements, subsequent site modifications, and/or ongoing occupancy of the LTE Site including, but not limited to: (i) inspections; (ii) safety testing; (iii) plan review; (iv) structural load surveys; (v) electrical load surveys; (vi) permits; (vii) access and escorting; (viii) fire marshal direct billing; (ix) miscellaneous repairs and maintenance; and (x) any other expenses that Owner may incur due to LA-RICS Authority's performance of the Permitted Activities. LA-RICS Authority shall reimburse Owner for all such costs and expenses within thirty (30) days of receipt of an invoice with supporting documentation therefor.

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

Owner shall have the opportunity to review and approve all project plans and specifications for any of the LA-RICS Authority's proposed alterations of the equipment

comprising the LTE Facility (not including "like-kind" replacements as provided for below) after LA-RICS Authority's initial installation of the LTE Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours' prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS Authority's option, with the right to require an LA-RICS Authority representative to accompany Owner during any such inspection of or access to the LTE Site.

The LA-RICS Authority shall not commence installation of equipment or alteration of the LTE Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of any such omissions, errors and/or other mistakes. The LA-RICS Authority shall not cause or permit any change of any equipment installed on the LTE Site including, without limitation, power outputs or changes in the use of frequencies described in Exhibit B (Equipment List), but not including "like-kind" replacements, except and until after Owner has been provided an opportunity to review and approve such plans and specifications and after LA-RICS Authority has complied with all applicable conditions therefor as set forth herein this Agreement including, without limitation, section 3 above. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

7. INSTALLATION

7.01 LA-RICS Authority shall install the LTE Facility at the LTE Site at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and subsequent operation of the LTE Facility shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by Owner. LA-RICS Authority and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Main components of the LTE Facility shall be clearly identified with LA-RICS Authority's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name(s), address(es), telephone number(s), Federal Communications Commission ("FCC") Agreement number(s) and frequencies in use. Such identification shall be attached in order to be in plain view to Owner's reasonable satisfaction.

7.02 LA-RICS Authority agrees that Owner may grant the use of any unused portion of the Real Property to any third party including for the purpose of installing

communications transmitting/receiving equipment so long as such uses do not unreasonably conflict or interfere with the LA-RICS Authority's operations provided for pursuant to this Agreement which are in existence at the commencement of the third party's use. Any third party granted rights by Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave purposes (collectively, the "Owner Facilities"). LA-RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with LA-RICS Authority's equipment, transmission or reception that may be caused by the installation of the Owner Facilities.

7.04 LA-RICS Authority accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement and acknowledges the existence of the LMR Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and subject without limitation to compliance with sections 3, 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business. Subject without limitation to Owner's prior approval rights and the conditions set forth in sections 3 and 6 above, LA-RICS Authority has the right to do all work necessary to prepare, modify and maintain the LTE Site, including any structural upgrades thereto, to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS Authority's operations of the LTE Facility at the LTE Site. Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or the Real Property or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Upon completion of the installation of the equipment comprising the LTE Facility at the LTE Site, LA-RICS Authority shall provide Owner with as-built drawings of the LTE Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS Authority's shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS Authority use of the LTE Site in PDF format and, if so requested by the Judicial Council, in hard copy as well. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS Authority fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice therefor, Owner may cause such As-Builts

to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

8. **ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property without prior written approval by Owner other than to install, maintain, replace and operate the LTE Facility in accordance with the documentation attached hereto as Exhibit A (Site List), Exhibit B (Equipment List), and Exhibit C (Site Plan) and/or as permitted elsewhere herein provided that such renovations, alterations, or improvements are consistent with the Permitted Activities. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS Authority shall have the right, after providing 30 days' prior written notice to Owner and obtaining Owner's written consent which shall not be unreasonably withheld, conditioned, or delayed, to perform the following: (a) make reasonable repairs and replacements of specifically "like-kind" infrastructure, shelters, equipment, and/or related improvements, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations so long as such alterations or modifications do not increase the overall size or weight of the LTE Facility and, as applicable, Owner has reviewed and approved the plans and specifications pursuant to and in accordance with section 3 above. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority. All work to be done by LA-RICS Authority under this section shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

9. **MAINTENANCE**

The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

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

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS Authority's equipment including, without limitation, the LTE Facility shall be performed in a neat and workmanlike manner and shall

at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of the LTE Facility and all of LA-RICS Authority's equipment including, but not limited to, the applicable Building Code.

All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations on the Real Property which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 48 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LTE Site and LTE Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow any such inspection.

Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

LA-RICS Authority shall remove any debris resulting from maintenance, operation and construction on the LTE Site by LA-RICS Authority, its agents or contractors (including without limitation the LTE Vendor and any Authorized Agent). In the event that LA-RICS Authority fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five-business day period, Owner may cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal; provided, however, that LA-RICS Authority shall have such extended period as may be reasonably required if the nature of the removal is such that it reasonably requires more time to complete and LA-RICS Authority has commenced the removal upon such written notice from Owner and has acted with reasonable diligence in commencing and pursuing the removal to completion.

11. OTHER OPERATIONAL RESPONSIBILITIES

11.01 As applicable, LA-RICS Authority shall:

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

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

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

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

12. **RELOCATION**

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, and (iii) meets with the requirements of Public Resources Code section 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project, and (iv) does not interfere with any portion of the LTE Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment from the LTE Site to the Alternate Site;

(c) Owner shall give LA-RICS Authority at least six months written notice before requiring said relocation to the Alternate Site; and

(d) LA-RICS Authority's use pursuant hereto will not be unreasonably interrupted by the relocation to the Alternate Site and LA-RICS Authority shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation to the Alternate Site.

12.02 LA-RICS Authority shall have the right to request relocation of the LTE Facility or any portion thereof to an Alternate Site on the Real Property and subject to Owner's prior written consent which may be given or withheld in Owner's sole and absolute discretion, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LTE Facility or the LA-RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of Owner's approval, if at all, of LA-RICS Authority's request to relocate to an Alternate Site;

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

(c) LA-RICS Authority shall give Owner at least six months written notice of the requested relocation.

13. **ACCESS TO LTE SITE**

13.01 Subject to the limitations set forth in this section, Exhibit C and Exhibit D, Owner hereby grants to the LA-RICS Authority, the LTE Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Initial Term and any extension thereof, the access which serves the LTE Site through the Building on the route shown on the drawing attached hereto as Exhibit C ("Access Route"). The LA-RICS Authority, on behalf of itself, the LTE Vendor, and any Authorized Agent, acknowledge and accept the present condition of the Access on an "as is" basis. All those individuals desiring to access the LTE Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. LA-RICS Authority, its employees, agents, and contractors, the LTE Vendor, and all Authorized Agents **may NOT enter any non-public or restricted area of the Real Property** including, without limitation, non-public or restricted portions of the Access Route at any time or for any reason (including in response to an emergency) without the presence and approval of an Owner escort as required herein.

13.02 All those desiring to access the LTE Site for any purpose including, without limitation, for all emergency and non-emergency service calls and/or design and construction activities must follow the access procedures outlined in Exhibit D attached hereto and incorporated herein, which procedures are subject to reasonable change by Owner from time to time. LA-RICS Authority agrees to pay for such Owner escort for non-emergency and emergency service calls at the rates set forth in Exhibit D which rates are subject to change from time to time.

13.03 Failure to comply with the provisions of this section 13 shall be deemed an incurable event of default.

14. **EMERGENCY ACCESS BY OWNER**

Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS Authority's transmission(s) from the LTE Site should LA-RICS Authority be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens public safety and/or Owner's operation on the Real Property; provided, however, that Owner shall endeavor, when reasonably permissible under the circumstances, to provide 24-hour prior notice to LA-RICS Authority and to access the LTE Site in the presence, if possible, of an LA-RICS Authority representative if so provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LTE Site. LA-RICS Authority shall reimburse Owner for Owner's actual costs to correct any deficiency pursuant to this section within thirty (30) days of receipt of an invoice with supporting documentation therefor.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.02 **Interference with Public Safety Systems.** In the event LA-RICS Authority's equipment or operations causes any interference with any existing or future public safety-related systems, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be promptly resolved.

15.03 **Interference with Non-Public Safety Systems.** In the event LA-RICS Authority's operations or equipment causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be promptly resolved.

15.04 **Interference During Emergency.** If any measurable interference with Owner's telecommunications or other electronic equipment or systems is caused by LA-

RICS Authority's equipment during an emergency incident, in Owner's sole and absolute discretion, LA-RICS Authority will immediately cease operation, transmission or further use of LA-RICS Authority's equipment until such time as Owner notifies LA-RICS Authority that the emergency incident and/or interference has ended; provided, however, that LA-RICS Authority shall be permitted to power up its equipment for intermittent testing with notice and Owner approval.

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

16. UTILITIES

16.01 Utility Service. LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities and, as provided herein, shall be responsible for the cost of all utilities and installations thereof necessary for the operation of the LTE Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS Authority acknowledges and agrees that LA-RICS Authority nonetheless shall be responsible for any all costs of utilities used by LA-RICS Authority, which costs will be paid by LA-RICS Authority within thirty (30) days of its receipt of an invoice from Owner or as otherwise provided herein.

16.02 Utility Costs; Sub-Meter Equipment.

(a) LA-RICS Authority is responsible for reimbursing Owner for the cost of all utility services provided to the LTE Site by Owner.

(b) LA-RICS Authority, at its sole cost and expense, shall install an internet-based sub-meter, transducer data logger and related equipment of

Owner's choice (collectively, the "Sub-Meter Equipment") to determine and track LA-RICS Authority's electrical power usage at the Real Property.

(c) Owner shall, at its sole cost and expense, purchase and maintain a web account and software in order to interface with the transducer data logger for retrieving energy/power use data from the Sub-meter Equipment. Owner shall provide to LA-RICS Authority read only access to the web account.

(d) LA-RICS Authority shall provide Owner with its estimated amount of annual usage in kilowatt hours (kWh) and Owner shall use that information to provide an initial estimated rate based on current Time of Use rates that shall be updated annually in accordance with increases to the local utility's Time of Use rates (the "Utility Charge Rate").

(e) LA-RICS Authority shall thereafter pay to Owner in arrears on or before the last day of each month, a utility charge based on LA-RICS Authority's actual usage per the Sub-Meter Equipment transducer data logger readings for the previous month multiplied by the Utility Charge Rate (each a "Utility Charge"). LA-RICS Authority shall provide payment of a Utility Charge with the data logger reading and without first requiring an invoice from Owner therefor.

(f) The parties acknowledge and agree that Time-of-Use pricing is a variable rate structure that charges for energy depending on the time of day and the season the energy is used; therefore, the Utility Charge Rate will be determined by the time of day when the electricity is used and by how much electricity is used. Owner, at its discretion, may modify the methodology for determining a utility Charge based on the introduction of new or more efficient software and/or equipment. LA-RICS Authority represents and warrants that its electrical power usage through the Sub-Meter Equipment shall be its only use of electrical power on the Real Property.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS Authority agrees to indemnify, defend, save and hold harmless the Judicial Council of California; State of California; County of Los Angeles; Superior Court of California, County of Los Angeles; and their respective elected and appointed officers, judicial officers, directors, employees and agents from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever including, without limitation, bodily injury, death, personal injury, or property damage arising from, related to, or connected with LA-RICS Authority's, or its member agencies, employees, agents, representatives, and contractors', negligent acts or omissions, willful misconduct, occupancy or use of the LTE Site and the Access Route, or LA-RICS Authority's performance of the Permitted Activities or any other right granted hereunder this Agreement, including, without limitation, any

Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS Authority by any person pursuant to this Agreement including without limitation the LTE Vendor and any Authorized Agent.

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

18. **INSURANCE**

18.01 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority, the LTE Vendor and any Authorized Agent entering onto the Real Property shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Owner's Risk Manager and, on or before the commencement of any Permitted Activities, evidence of such programs satisfactory to Owner Risk Manager shall be delivered to:

Judicial Council of California
Facilities Services
Risk Management Unit
455 Golden Gate Street, 8th Floor
San Francisco, CA 94102
Attention: Maria Topete
E-mail: maria.topete@jud.ca.gov
Fax: (415) 865-8885

Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Judicial Council of California; State of California; County of Los Angeles; Superior Court of California, County of Los Angeles; and their respective elected and appointed officers, judicial officers, directors, employees and agents (collectively "Owner Parties") as additional insureds (except for the Workers' Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Agreement, but LA-RICS Authority will provide the Owner with verification of financial responsibility if self-insured and will require its contractors and their subcontractors to provide commercial insurance as required in this section. Any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s) shall name the Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and, if required, Excess Liability or Umbrella Liability insurance) for the LTE Site, Permitted Activities, and operations on the Real Property, which shall be primary to and neither excess nor contributory to any other insurance or program of self-insurance maintained by the State of California; the Judicial Council of California; the Superior Court of California, County of Los Angeles; or the County of Los Angeles. The insurance policy shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, products and completed operations, personal and advertising injury. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation of any work.

(b) Commercial Automobile Liability. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 for each accident or loss. The insurance policy shall cover liability arising out of the operation, use, loading, and unloading of a motor vehicle including for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS Authority's performance of the Permitted Activities including any installation work and the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties bring onto, or use on or about the LTE Site or Real Property, any kinds and amounts of Hazardous Materials required for operation of the LTE Facility, Pollution Liability Insurance with limits of not less than \$2,000,000. The insurance policy shall include coverage for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the Permitted Activities under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. The policy must include the Owner Parties as additional insureds insofar as the Permitted Activities are concerned.

(d) Workers Compensation and Employers Liability. Workers' Compensation Insurance as required by law with a waiver of subrogation in favor of the Owner Parties. Employer's Liability Insurance which specifically covers all persons providing services on behalf of LA-RICS Authority and all risks to such persons under the Agreement with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

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

18.03 Waiver of Subrogation. LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any right of recovery

or subrogation it may have against the Owner Parties for direct physical loss or damage to the LTE Facility and LTE Site, or for any liability arising out of the Permitted Activities performed by LA-RICS Authority under this Agreement.

18.04 Notice of Change/Cancellation. All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 Deductible. LA-RICS Authority shall be responsible for and may not recover from the Owner Parties any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 Primary, Non-Contributing. The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the Owner Parties.

18.07 Cost. The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the Owner Parties.

18.08 Contractor Compliance. LA-RICS Authority shall require insurance from its contractors and their subcontractors of any tier with the same terms and conditions as required of the LA-RICS under this section 18.

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

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause any contractor or subcontractor to maintain, the required program(s) of insurance shall constitute a material breach of this Agreement upon which Owner may immediately terminate this Agreement.

19.02 Compensation for Owner Costs. In the event that LA-RICS Authority fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS Authority shall fully reimburse Owner for all reasonable costs, including attorney fees and costs, incurred by Owner within 30 days of a receipt of an invoice therefor.

19.03 No occupancy or use of the LTE Site shall commence until LA-RICS Authority has complied with the aforementioned insurance requirements, and shall be

suspended during any period that LA-RICS Authority fails to maintain its compliance and said insurance policies in full force and effect.

20. **TAXES**

20.01 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

20.02 LA-RICS Authority shall pay before delinquency all lawful taxes, assessments, fees and charges which at any time may be levied upon the LTE Site or for the Permitted Activities by the Federal, State, County, City, or any other tax- or assessment-levying body.

20.03 If LA-RICS Authority fails to pay any lawful taxes or assessments upon the LTE Site or for the Permitted Activities which LA-RICS Authority is obligated to pay, LA-RICS Authority will be in material default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner within 30 days of receipt of an invoice therefor. LA-RICS Authority and Owner agree that this is an Agreement and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any applicable law shall be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to LA-RICS Authority:

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

24-hour emergency contact information for LA-RICS is as follows:

NETWORK OPERATIONS CENTER: (323) 881-8260

If to Owner:

Judicial Council of California
Facilities Services
Attn: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Telephone: 415-865-5334

with a copy to: Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Telephone: 916-263-7999

In addition, all notices relating to termination of the Agreement or an alleged breach or default by Owner must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Telephone: 415-865-7989
Fax: 415-865-4326

Owner's 24-hour contact:

Judicial Council's Customer Service Center (CSC)
Email: csc@jud.ca.gov
Telephone: 888-225-3583

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission provided that such notices are followed up with a copy sent via US Mail within 24 hours' of transmission.

22. LTE FACILITY REMOVAL

22.01 LA-RICS Authority shall remove all of its LTE Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS Authority excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the

expiration date provided herein in which case LA-RICS Authority shall comply with this provision within ninety (90) days of said termination or cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS Authority's property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may be given or withheld or conditioned in Owner's sole and absolute discretion. Notwithstanding the foregoing and subject to the provisions herein, any selling, assignment or transferring by LA-RICS Authority of this Agreement will not release LA-RICS Authority from the obligations contained herein except as specifically agreed to in writing by the parties.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

- (a) A written request for approval;
- (b) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee, if applicable;

- (c) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (d) Any other information reasonably requested by Owner.

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

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

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

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to LA-RICS Authority. Owner shall submit any proposed lease or license to LA-RICS Authority for review and approval prior to entering into such lease or license, which approval shall not be unreasonably conditioned, withheld or delayed. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LTE Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, if any, which sum is intended to compensate LA-RICS Authority for its operational, administrative and other costs associated with any third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined and subject to the terms below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided,

however, as a condition precedent to LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a commercially reasonable form ("Non-Disturbance Agreement") satisfactory to the encumbering Party of the Mortgage (a "Lender") and LA-RICS Authority, which shall contain at a minimum the terms set forth hereinbelow and shall recognize LA-RICS Authority's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the Lender's agreement that, if Lender or its successor in interest or any purchaser of Lender or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, and LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, and (b) fulfill Owner's obligations under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants (if any) in the subject Mortgage and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS Authority will execute an agreement for the Lender's benefit in which LA-RICS Authority: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property.

27. CONDEMNATION

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

28. DEFAULT

28.01 Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority and LA-RICS Authority shall have thirty (30) days from the date of said notice (the "Cure Period") in which to cure the default; provided, however, that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure

Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Except with respect to any violation of the access restrictions set forth in this Agreement including, without limitation, in section 13, which Owner may deem an incurable event of default, Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period or as otherwise provided in this section, Owner may, in addition to any and all other rights and remedies available to Owner under applicable law: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, and/or (b) terminate this Agreement effective upon written notice to LA-RICS Authority, take possession of the LTE Site and remove, at LA-RICS Authority's expense, all LA-RICS Authority's improvements located thereon.

28.02 In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have the Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Agreement upon written notice to Owner.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

30.01 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property; provided, however, that LA-RICS Authority may bring onto

and use on or about the LTE Site those kinds and amounts of Hazardous Materials typically required for operation of the LTE Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within 15 days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LTE Site, Building and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing or removal of the LTE Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities; provided, however, that LA-RICS Authority shall not be liable for any fines, penalties or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments described in this section are caused by the negligence or intentional misconduct of Owner Parties.

30.05 As used in this section, "Hazardous Material" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, regulation, rule, or ordinance.

31. **DAMAGE OR DESTRUCTION**

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

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

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's gross negligence or willful misconduct.

32. **AUTHORIZATION WARRANTY**

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

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

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

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

34.01 LA-RICS Authority hereby assures that it will comply with all applicable Federal and California laws relating to discrimination against employees or members of the public because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

36.02 LA-RICS Authority certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person.

34.03 LA-RICS Authority certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

34.05 While Owner reserves the right, in its own discretion, to reasonably determine independently whether the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Department of Fair Employment & Housing and/or the Federal Equal Employment Opportunity Commission that LA-RICS Authority has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by Owner that LA-RICS Authority has violated the anti-discrimination provisions of this Agreement.

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

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

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

37. **PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendor and all information obtained in connection with Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of Owner. All such documents shall become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court rule 10-500 et seq. ("Rule 10-500") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is required by law or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 request as requested by LA-RICS Authority for any of the aforementioned documents, information, books, records, and/or contents thereof marked "trade secret," "confidential," or "proprietary," LA-RICS Authority agrees to fund in advance all costs and expenses including, without limitation, reasonable attorney's fees incurred in such action or liability arising under Rule 10-500.

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

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents thereof, Owner agrees to refund

and indemnify the LA-RICS Authority from all costs and expenses including, without limitation, reasonable attorney's fees incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice therefor.

38. **OTHER TERMS AND CONDITIONS**

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

38.02 No Habitation. The LTE Site shall not be used for human habitation.

38.03 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

38.04 Safety. LA-RICS Authority shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of or related to LA-RICS Authority's use of the LTE Site or any Permitted Activities thereon. LA-RICS Authority shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on or near the LTE Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LTE Site. LA-RICS Authority is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction, installation, improvement, and operation of the LTE Facility and the LTE Site. LA-RICS Authority will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LTE Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state or local laws.

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

38.06 Security Devices. LA-RICS Authority, at its own expense, may provide any legal devices or equipment and the installation thereof designated for the purpose of protecting the LTE Site from theft, burglary or vandalism; provided, however, that written approval for the installation thereof is first obtained from Owner. Owner shall be responsible for securing the Real Property.

39. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS Authority's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS Authority (and the LTE Facility removed from the LTE Site in accordance with Section 22 hereof (LTE Facility Removal)) upon a loss or reduction of grant funds or other applicable funding sources.

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

LA-RICS Authority is hereby informed and acknowledges the following:

40.01 By entering into this Agreement and becoming a licensed user of the LTE Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 USC section 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code section 7260 et seq.) (collectively, the "Relocation Statutes") should Owner at some time make use of the LTE Site in such a way as to "displace" LA-RICS Authority from the LTE Sites. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (iii) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that LA-RICS Authority does not waive its rights to Relocation Benefits to the extent that LA-RICS Authority's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect

to the LTE Site or as otherwise expressly set forth in this Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

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

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

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

42. **BANKRUPTCY**

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

43. **SUCCESSORS AND ASSIGNS**

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

44. **SEVERABILITY**

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

45. **INTERPRETATION**

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

46. **ATTORNEYS' FEES.**

The prevailing Party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other Party. PartyParty

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JUDICIAL COUNCIL OF CALIFORNIA

A California Joint Powers Authority

By: _____

Name: Stephen Saddler

Title: Manager, Contracts

Date: _____

By: _____

Name: Scott Edson

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

APPROVED AS TO FORM:

Judicial Council of California

Legal Services

By: _____

Deputy

By: _____

Name: Jeremy P. Ehrlich

Title: Attorney

Date: _____

EXHIBIT A
SITE LIST
[TO BE INCORPORATED BY REFERENCE]

EXHIBIT B
EQUIPMENT LIST
[TO BE INCORPORATED BY REFERENCE]

EXHIBIT C
SITE PLAN AND ACCESS ROUTE
[TO BE INCORPORATED BY REFERENCE]

EXHIBIT D

ACCESS PROCEDURE

All access requests will be coordinated by Judicial Council's Customer Service Center (CSC). Access requests must be called in and e-mailed to the CSC by an approved representative of LA-RICS Authority. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of any of its contractors. Permission to enter the LTE Site will be given only to persons named in advance (**Licensee Workers**) by the LA-RICS Authority-approved representative, upon evidence of proper identification. Licensee Workers will not be permitted to enter or remain in any non-public area of the Real Property at any time without an Owner designated or approved security escort. Any work which would reasonably disrupt Court operations in any way will need to be scheduled after hours. Upon entry to the LTE Site, Licensee Workers will sign and date the Owner's "Request for Access" form (see copy below) when presented.

Upon completion of the work, the Owner will bill Licensee for those costs incurred by the Owner identified below in providing the security escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Owner escort at the Owner's standard hourly rate for any portion of any scheduled service call. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday, Court holidays and other closure days excepted, and \$150.00 per hour for any scheduled service call which occurs outside of regular Court business hours. The current standard rate is \$175.00 per hour for emergency service calls. All escort charges are subject to reasonable adjustment at any time upon 30 days' prior written notice.

Non-Emergency Access Requests: Non-emergency access requests must be called in and e-mailed to the CSC at least 72 hours in advance of the requested service date. Any missed appointment will be charged as one hour of time at the rate applicable to the scheduled start time of the visit.

Emergency Service Calls: Emergency appointments will be coordinated by the CSC within 2 hours after receipt of a request for access. Any missed appointment will be charged as four hours of time at the rate applicable to the scheduled start time of the visit.

To initiate a request for access Licensee's approved representative will:

1. Complete Section 1 of Judicial Council's "Request for Access" form (see copy below) and email to csc@jud.ca.gov; **AND ALSO**
2. Call the CSC at 888-225-3583 (this will expedite the process)

Request for Access

Rev 14: 05-23-2019

Please submit form to CSC@jud.ca.gov

Please also call 888-225-3583

**JUDICIAL COUNCIL
OF CALIFORNIA**ADMINISTRATIVE DIVISION
FACILITIES SERVICES**Section 1 - To be Completed by Outside Entity (OE) or OE Representative (All fields in Section 1)**

Check all that apply:	Is this telecom related work?	Bldg. Access for routine maintenance	Site Modification / Plan Approval*	Regular Hrs* (M-F 8am-5pm, excl. holidays/closures)	After-Hrs/Weekends*
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Building Address: (Street & City)	
Today's Date:	
Outside Entity/Cell Site Company Name:	
Cell Site Number (N/A if not applicable):	
Requestor's Name, Cell No. & E-mail:	
Name of Company Requesting Access:	
List below all personnel requiring access.	

Scope of Work (Please include Attachments if needed!)Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost.

Estimated Project Cost:	Description of Work:
Electrical Loads FLA VAC	
Structural Loads / # of Unit Wght Qt.	
Battery Repair/Replace: Yes No	
Antenna Repair/Replace: Yes No	
Rack/Bay: Yes No	
Generational Upgrade: Yes No	

Requested Access Date(s)	Estimated Start & Stop Time(s)

Section 2 - To be completed by Judicial Council Facility Operations (or Facility Operations' Service Provider)

Judicial Council Bldg. ID:	Service Work Order No. (SWO):	
Organization Providing Escort/Access:		
Total No. of Hours:		
Access Date(s)	Start Time(s)	Stop Time(s)

Outside Entity Signoff:	Judicial Council Signoff:

COMMUNICATIONS TOWER EXCHANGE AGREEMENT**(Scholl Canyon/Puente Hills Landfill)**

THIS COMMUNICATIONS TOWER EXCHANGE AGREEMENT (“**Agreement**”) is effective as of December 16, 2019 (“**Effective Date**”) and is among: LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATION SYSTEMS AUTHORITY, a Joint Powers Authority (“**LA-RICS**”); COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (“**District No. 2**”) and COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY (“**District No. 18**”), each a county sanitation district organized and existing under California Health and Safety Code §§ 4700 *et seq.* and together the “**Districts**” (each a “**Party**” and collectively the “**Parties**”).

District No. 18 owns that certain real property commonly known as the Puente Hills Landfill, located at 13130 Crossroads Parkway South in unincorporated territory of the County of Los Angeles, State of California, APN 8125-023-901 (“**PHLF**”). District No. 18 and others, including District No. 2, are parties to the *Sanitation Districts Solid Waste Management System Agreement* pursuant to which District No. 2 is charged with responsibility to operate and maintain the PHLF.

District No. 2 also operates and controls that certain real property commonly known as the Scholl Canyon Landfill (“**SCLF**”) located at 3001 Scholl Canyon Road, Glendale, California 91206 in unincorporated Los Angeles County, APN 5666-002-901 & 902. Fee title to portions of the SCLF is owned in part by the County and in part by the City of Glendale, who together with District No. 2 are parties to a *Joint Powers Agreement - Scholl Canyon* that provides for the SCLF’s management by District No. 2. LA-RICS is a joint powers authority charged with creation and oversight of a regional communications network dedicated to emergency responders. LA-RICS’s system plan includes constructing (1) a fixed Land Mobile Radio (“**LMR**”) tower site to be located at the PHLF radio tower site through a license agreement with the Districts; and (2) a long term evolution (“**LTE**”) cell tower site on a County-owned portion of the SCLF (“**SCLF AT&T Site**”) that will be operated by AT&T under a Site Access Agreement with the County and District No. 2.

LA-RICS is willing to require AT&T to make payments for the SCLF AT&T Site to the Districts as partial consideration for the proposed PHLF license agreement. Additional consideration offered by LA-RICS consists of programming up to 301 LMR units for use by the Districts on LA-RICS’ Land Mobile Radio (LMR) System.

The Parties intend by this Agreement to implement these objectives of the Parties and to provide for the Parties’ entry into related agreements.

The Parties therefore agree as follows:

1. Concurrent Transactions. The Parties intend to concurrently close the transactions described below no later than December 31, 2019:

- (a) An Entry Permit from District No. 2 to LA-RICS for construction of the LTE Tower at SCLF, in a form substantially similar to **Exhibit 1.**
- (b) An LTE tower construction agreement known as a “Site Access Agreement,” at Scholl Canyon, between the County and LA-RICS in a form substantially similar to **Exhibit 2.**
- (c) A radio programming agreement between LA-RICS and District No. 2 in a form substantially similar to **Exhibit 3.**
- (d) A Site Access Agreement for operation of the SCLF tower between LA-RICS, the County of Los Angeles, AT&T, and District No. 2 in a form substantially similar to **Exhibit 4.**
- (e) An LMR tower license agreement at Puente Hills (aka Rio Hondo) between the Districts and LA-RICS in a form substantially similar to **Exhibit 5.**

2. **Construction Entry/Access Agreement at Scholl Canyon.** In order to facilitate construction of the LTE Tower at the SCLF AT&T Site:

(a) LA-RICS and District No. 2 shall approve, and LA-RICS shall enter into an Entry Permit for construction of the LTE Tower at SCLF, in form substantially similar to **Exhibit 1.**

(b) LA-RICS and the Districts shall approve, and LA-RICS shall cause the County to enter into an LTE tower construction agreement known as a “Site Access Agreement,” at Scholl Canyon, between the County and LA-RICS in form substantially similar to **Exhibit 2.**

(c) LA-RICS and the County shall indemnify, defend and hold harmless the Districts from any claims arising out of the construction of the LTE Tower, including any claims by the City of Glendale arising out of or relating to the *Joint Powers Agreement – Scholl Landfill*.

3. **AT&T Cell Tower Site Access Agreement.** Concurrent with the grant of the Access Agreement:

(a) LA-RICS and the Districts shall approve, and LA-RICS shall cause the County to enter into a cell tower Site Access Agreement and related agreements with AT&T for the AT&T SCLF Site (“**SCLF SAA**”) in form substantially similar to **Exhibit 4.** The key terms of the SCLF SAA, shall include, but not be limited to: i) a term coterminous with the PHLF license agreement; ii) a base rent of at least \$2,900.00 per month plus \$500 per month for each co-locator (“**Rent**”); 3) a Rent increase of three (3%) percent per annum commencing in year 2 of the SCLF SAA; 4) require AT&T to pay Rent to the Districts though the expiration of the SCLF SAA (including all option periods) and 5) a rental commencement date following federal government approval of the transfer of the SCLF equipment to AT&T . LA-RICS shall indemnify, defend and hold harmless the Districts from any claims arising out of the construction of the LTE Tower, including any claims by the City of Glendale arising out of or relating to the *Joint Powers Agreement – Scholl Landfill*.

(b) LA-RICS shall also approve and enter into an agreement to have 301 radios and related equipment programmed for use by the Districts on the LA-RICS System in a form substantially similar to **Exhibit 4**. These programmed radios and related equipment are to be delivered to District No. 2 following the LMR System becoming operational for use..

4. **The PHLF License Agreement.** Contingent upon the substantial completion of the agreements contemplated under Sections 2 and 3 of this Agreement, the Districts will enter into a license agreement with LA-RICS for the PHLF site in a form substantially similar to **Exhibit 5**.

5. **Delegation of Authority.** The Districts hereby delegate to their Chief Engineer and General Manager the authority to approve, execute, and accept any of the agreements described above, subject to the approval as to form by District Counsel. LA-RICS hereby delegates authority to take all necessary actions under this agreement to its Executive Director.

6. **Further Assurances.** The Parties shall cooperate in good faith with each other and deliver any further documents and perform any other acts as are necessary or appropriate to consummate and carry into effect all of the terms and provisions of this Agreement.

7. **Performance.** Every provision of this Agreement to be performed by any Party is both a covenant and a condition and will be a material consideration for performance by the other Parties. Any breach of this Agreement by any Party is a material default.

8. **Miscellaneous.** Any Party may specifically and expressly waive in writing any portion of this Agreement or any breach hereof, but no such waiver will constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving Party may at any time thereafter require further compliance by the other Party with respect to any breach or provision so waived. No waiver of any default will be implied from any omission by any Party to take action on account of such default. All rights, remedies, undertakings, obligations, covenants, conditions and agreements contained in this Agreement are cumulative and no one of them will be exclusive of any other. In the event of a Party's breach hereunder, any other Party may seek damages or specific performance or pursue any other remedy at law or equity, whether or not stated in this Agreement. This Agreement may be amended only by a writing executed by all Parties.

9. **Governing Law.** This Agreement will be governed by California law.

The Parties are executing this Agreement as of the Effective Date.

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

**COUNTY SANITATION DISTRICT
NO. 18 OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

DRAFT

Exhibit 1

Entry Permit from District No. 2 to LA-RICS for SCLF LTE Tower (Construction)

DRAFT

Exhibit 2
Site Access Agreement (Access & Construction)
for Scholl Canyon Landfill

Exhibit 3

**Site Access Agreement (Operations)
Scholl Canyon Landfill**

DRAFT

**Exhibit 4
LTE Tower Agreement
Scholl Canyon Landfill
(County - LA-RICS)**

HOA.102759643.1 LEGAL02/37672944v9

AGENDA ITEM K - ENCLOSURE

DRAFT

Exhibit 5
Districts' Communications Site License to LA-RICS
Puente Hills Landfill/Rio Hondo

HOA.102759643.1 LEGAL02/37672944v9

AGENDA ITEM K - ENCLOSURE

LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
LACFDEL2	LACF Del Valle	Consolidated Fire Protection District Of Los Angeles County	28101 Chiquito Canyon Road	Valencia	LTE
CCB2	Compton Courthouse	Trial Courts of California	200 W. Compton Blvd.	Compton	LTE
POM2	Pomona Courthouse	Trial Courts of California	400 Civic Center Plaza	Pomona	LTE
RIH	Rio Hondo	LA County Sanitation District 18	Near Workman Mill Road	Whittier	LMR
SCHCYN	Scholl Canyon Landfill	LA County	3001 Scholl Canyon Road	Glendale	LTE