



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, August 1, 2019 • 9:00 a.m.

Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: July 26, 2019

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

Members:

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

Alternates:

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

Officers:

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. July 11, 2019 – Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – None

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Technical Presentation: System Capacity

G. Outreach Update

Agenda Item G



VIII. ADMINISTRATIVE MATTERS (H-K)

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

It is recommended that your Board:

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

Agenda Item H

I. APPROVE AMENDMENT NO. 40 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. 40 (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. Reconciliation to remove two (2) LMR System Sites Lower Encinal Pump Station (LEPS) and Winding Way (WWY) along with reconciling the NMDN Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456.
 - b. Inclusion of the scope for Channel 15 and Channel 16 Interference Mitigation for a cost increase in the amount of \$803,207.



- c. Make changes necessary to incorporate LMR Change Order Modifications for a cost decrease in the amount of \$10,920.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 40.
4. Delegate authority to the Executive Director or his designee to execute Amendment No. 40, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item I

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

It is recommended that the Board:

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



by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

3. Find the approval and execution of the SAA for Rancho Palos Verdes Tee (RPVT) with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LMR System at this site are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs. §§15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project and the determination that these activities are exempt from CEQA remains unchanged.
4. Find the approval and execution of the SAA with Michael and Pamela Thomsen for the THOMSEN site; and the SAAs with Cities of Inglewood and Irwindale for the IGPD and IRWDPD sites, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure are incorporated into the FirstNet National Public Safety Broadband Network (NPSBN) at these sites are within the scope of activities previously authorized on January 24, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs. § 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
5. Find the approval of the SAA resulting from the Term Sheet for the Scholl Canyon (SCHCYN) site and resulting negotiations and execution of a resulting SAA with the County of Los Angeles, Sanitation Districts of Los Angeles County and any other entity that may be needed for SCHCYN to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs. §§15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.



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

Agenda Item J

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

It is recommended that your Board:

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



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



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



- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the THOMSEN site.
- 9. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the UCLA2 site as follows:
 - a. Approve an estimated total project budget of \$343,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the UCLA2 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the UCLA2 site.
- 10. As it relates to Recommended Items 3-9, delegate authority to the Executive Director:
 - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.



11. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
 - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Agenda Item K

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT and NEXT MEETING:

Thursday, September 5, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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, July 11, 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.
Chris Nunley, Chief of Police, City of Signal Hill Police Dept.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

Kyle Zuniga, Battalion Chief, County of Los Angeles Fire Dept.
John Geiger, General Manager, CEO, County of Los Angeles
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.

Officers Present:

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

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
Mark Fronterotta, Deputy Chief of Police, City of Inglewood Police Dept.



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

I. CALL TO ORDER

Alternate Chair, Mark Glatt called the Special Meeting of the Board to order at 9:01 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. June 11, 2019 – Special Meeting Minutes

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

There were none.

Alternate Board Member John Geiger motioned first, seconded by Board Member Cathy Chidester.

Ayes 7: Chidester, Curley, Geiger, Glatt, Nunley, Ortiz and Zuniga.

MOTION APPROVED

IV. PUBLIC COMMENTS – Bob Harrison

Bob Harrison, International and Defense Researcher Defense and Political Sciences Department, RAND Corporation addressed the Board and stated he is a researcher for Rand but his primary work is for Homeland Security Defense and Justice Policy. Mr. Harrison acknowledged the Board, Executive Director Scott Edson, and staff for the example set in regards to Broadband Technologies. Mr. Harrison went on to state LA-RICS is the first in the transition to FirstNet; with the adoption of Broadband to move to connected platforms as well as the many ways the data transfer and Broadband will be used. RAND is a non-profit, non-partisan research institution providing work in defense, health, justice policy, and many other issues. Mr. Harrison also stated his team is working on a national institute of justice contract, which intends to provide guidance to the 18,000 law enforcement agencies nationally on their transition to the emerging platforms Broadband for data transfer offers.

Mr. Harrison acknowledged Executive Director Edson's generous contributions of time and assistance to technology and platform progress made and stated we are looking at LA-RICS as the first model of where the future will reside. Mr. Harrison provided his



observation and stated what RAND has found is that everyone is all over the place, with many platforms with their corresponding cost in infrastructure in which they would have to transition into. It is not clear at all where the future will reside. Rand Corporation has expanded significantly to agencies we are speaking to and assessing their technology and platforms in place now as well as the plans they have for the future. The hope is; unlike some IT projects of the past where both police and fire made decisions relating to record management and computer data dispatch at Ad-Hoc individually, that in the future our research will help to provide general guidance so people can look and see where they are and hear all the considerations, best practices paving the way for how to transition, and most importantly the cost benefit trade-off as we move to the future.

Lastly, Mr. Harrison stated this is merely information to the Board and an acknowledgement LA-RICS is a great example from which others can aspire to as they move forward. If the RAND team contacts any of your agencies, this is the purpose and appreciate any assistance to provide guidance to the nation's departments.

This concludes Public Comment.

There was no further discussion.

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Edson stated over the last several weeks we have spent a great deal of time with the Department of Regional Planning, Los Angeles County Chief Executive Office - Real Estate Division (CEO-RED), and Los Angeles County Deputy Chief Executive Officer (CEO) to keep pushing our sites forward and minimizing bureaucracy. We have been mostly successful; the team continues to nudge, push, track, and often times get creative to keep things moving. We are working with Motorola Solutions Inc. (MSI) to adjust the schedule and produce a new update. In the last two years, we had two of the state's worst fires, one of the worst rainy winters on record, the Channel 15 interference issue, a hold on Channel 15 equipment orders pending resolution, Federal government shutdown and U.S. Forest Service (USFS) delay on environmental path for USFS sites, which have all impacted our schedule. We all recognize the schedule needs to be revised and we hope to have accepted a revised schedule by the next Board meeting.

Executive Director Edson stated we have mitigated the interference issue thanks to support from the Sheriff and acknowledged Chief Glatt for his continued support. We are working with MSI to labor load their entire schedule so we can see where we need



to modify, make changes or increases resources, to reduce any projected delays. We have a meeting with MSI leadership on Tuesday about the schedule so more information will be available at the next Board meeting.

In regards to Long Term Evolution (LTE), the Round 2 site selection and finalization continues, and before you in Agenda Item I is a request to approve an amendment, which adds another LTE 2 site's equipment to those under consideration for build in Round 2. The team continues to work closely with AT&T and MSI to finalize the equipment list and Bill of Materials (BOMs) for deployment at certain LTE Round 2 sites. This is a significant feat given AT&T's role as the National Public Safety Broadband Network (NPSBN) operator. Agenda Item I, Amendment No. 37, also details the updated BOMs and equipment list for your consideration.

In Agenda Item K, we ask you to Delegate Authority to Executive Director to negotiate an agreement for the LTE Round 2 site at the Los Angeles County Sheriff's Department (LASD) Stars Center. We anticipate another set of sites coming before you at the August Board meeting.

As for the LTE 2 builds, six vendors were notified of their qualification on June 27, 2019, for the LA-RICS Telecom Facility Construction and Installation Project Request for Statement of Qualifications (RFSQ) and we target August for a request for bid, pending of course, the drawings achieving near completion, which is a requirement for bid issuance. We ask for your continued support and flexibility as sites are ready for bid issuance, we may need to convene several Special Board Meetings.

Executive Director Edson went on to state, as a reminder we hired an Architectural & Engineering firm to do the drawings and we will be hiring numerous construction builders to build multiple sites at the same time along with MSI.

The United States Forest Service (USFS) determination on path forward for Land Mobile Radios (LMR) sites under their jurisdiction is still pending. We are now expecting a determination at the end of this month. This determination will impact the inclusion of PSBN Round 2 sites in the forest.

In regards to LMR, before you today is Agenda Item J to approve an amendment to include additional LMR sites and reconcile numerous sites and their cost.

Since our last meeting, we have received specific checklists of all items required to route sites through the Department of Regional Planning Coastal Development application process. The team is now attempting to determine a submission target date for site packages on sites requiring a Conditional Use Permit. We are targeting



September to take County-owned and operated sites to the County of Los Angeles Board of Supervisors (BOS) for Site Access Agreements (SAA).

Executive Director Edson stated yesterday, we reached out to contacts at State Parks and Recreation to nudge a stall on finalizing agreement language for the two sites falling under their jurisdiction. We expect it will be finalized and ready to bring before you at the August meeting.

As for grants and funding, again we are undergoing yet another audit on our State Homeland Security Grant Program (SHSGP) award of 2016-17. We have requested a copy of their report and will be providing it to you at its conclusion. We anticipate another glowing report.

All of these activities, as well as those projected for the next 12 months are reflected in the proposed 109 Million dollar budget for Fiscal-Year 2019-20 as Agenda Item H. The Project Management and Fiscal Teams painstakingly matched funding with the next steps in the LMR and LTE builds; a feat requiring the State to approve the use of the Urban Area Security Initiative (UASI) monies and of course the Federal for Broadband Technology Opportunities Program (BTOP) funding. The Project Team and Fiscal Staff are to be commended for successfully putting together this puzzle.

Executive Director Edson lastly, asked for the Board's assistance with possibly scheduling Special Meetings for certain approvals from now and future planned meetings to prevent any further delays.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented a map of the LTE sites according to batches. The map depicted color-coded sites relating to their category.

LTE Round 2 Highlights:

FIRST 13

- David Evans has delivered 50% CD's and was NTP'd for an additional (3) sites.
- Once approved 75% CD's are available, the Invitation for Bid (IFB) will be released to the group of pre-qualified bidders. Currently, there are (6) pre-qualified bidders.

- Diversified Communications
- Jitney Company Inc.

- Mastec Network Solutions
- Metro RF Services
- Metrocell Construction, Inc.
- Motive Energy Telecommunications Group

OTHER SITES:

- Evaluating pool of approximately 18 sites, 11 of which, will be needed to round out delivery of 26 sites to FirstNet/ AT&T.
- In cooperation with FirstNet/ AT&T there has been a particular focus on improving coverage/ capacity in Independent Cities. For example, Azusa, Covina, Claremont, La Verne and Montebello, for example.
- MVS2 SAA is enclosed in Board Agenda Item K.

LMR Highlights

BUILDING PERMITS

- USFS sites (5) under review at LA County DPW
- MIR Tower (Forecast Mid-August)
- BHS Tower Permit Received
- RIH Tower Permit Received

CONSTRUCTION SUMMARY

- (29) out of (58) sites: 50% completed to date
- In Construction: MIR, BKK, OAT, DPW038, AGH, INDWT
- Next to Start: UCLA, RHT, LACFDEL, RIH, BHS
- No reportable injury's

USFS SITES

- 6/14/19 meeting outlined a process for exempting (10) sites and categorizing (3) sites into an Environmental Assessment (EA), MML, PMT, and FRP.
- Decision memo from USFS expected July 30th 2019.
- Examination of Plans of Development currently underway.
- MML Road Improvement slated for August by USFS.

COASTAL SITES

- 6/19/19 Meeting with Department of Regional Planning outlined a process for site applications (2 sites per submission) along with strict checklist for applications.

- First two submissions are BJM and LACF072.

SAA's

- BHS and GRM – August Board Meeting Targeted
- RIH – September Board Meeting Targeted

- UNIV – September Board Meeting Targeted

Current Focus

- UASI 18 Equipment Order
- Channel 15. Change Order is Targeted for August Board Meeting.
- NMDN Change enclosed in Agenda Item J
- Open RFQ of Note is LMR RFQ# 0040, dated 5/10/19
- IMS received from MSI data date 6/22/19

LMR Field Highlights

First Image – AGH photo: Tower is erected, shelter in place, generator, and emergency fuel source.

Second Image – BKK photo: Existing tower, which we are collating, shelter and generator also installed.

Third Image – BKK photo continued: Flying in the generator with a crane and placing the concrete foundations.

Fourth Image – OAT photo: Tower is erected, equipment boxes outside of the shelter, and a battery rack installed.

Fifth Image – INDWT phot: Tower on site and foundation and the shelter is being equipped with racks of equipment.

Sixth Image – MIR photo: A hydrovac machine, used for pot-holing, has been onsite in an attempt to locate a water main supplied by the existing water tank immediately adjacent to the LMR installation area. Unfortunately it was unclear from Pasadena engineers whether, or not the As-builts provided accurately indicated where the water line is. However, it is known that the pipe is 25-feet deep and Motorola is spending a great deal of time trying to physically locate the line. The Pasadena Engineering Group is also helping to find the pipe.

Seventh Image – DPW038 photo: Los Angeles County water distribution site and progressing smoothly, despite a hard-dig soil conditions at the location.

Eighth Image – DPW038 continued: The large drill machine creates a large hole to set the foundation and rebar cage. A great deal of time spent here. Generator and fuel tank are in place.

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 – John Geiger

The Finance Committee Chair Geiger stated the report, which was presented at the last meeting was the current update. We continue to go over the rate setting but there are some variables we need to work on prior to a final number. We will continue to report back as the numbers improve.

This concludes the Finance Committee Report.

There was no further discussion.

VII. DISCUSSION ITEMS (F-G)

F. Technical Presentation: System Capacity

Board Member Cathy Chidester asked if we could continue this item to the next Board meeting of August 1, 2019. Board Member Alexander requested this item and he is not present.

There was no further discussion. Item was continued to August 1, 2019.

G. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated the Outreach Update consist of ongoing meetings with AT&T. Meetings with representatives from Inglewood, USFS, Los Angeles County Chief Operating Officer, CEO RED, and Regional Planning took place in an effort to fast track LMR critical SAs.

Lieutenant Yokoyama provided insight on Education and Outreach efforts provided to those agencies interested in LA-RICS LMR. The team developed a tri-fold with information back in April 2019, which will be provided to all cities (independent and contract) with an accompanying cover letter. Additional information consisted of the System Pre-Acceptance Memorandum of Understanding (MOU), which was passed by the Board earlier this year. This will serve as a template for agency review and comment. The cover letter will touch on LMR regional wide-area coverage being built to a public safety grade, capacity, interoperability, subscription rate development, and membership benefits.

Lieutenant Yokoyama stated our Agency Outreach Team is preparing and reviewing system coverage throughout the region. The region was divided by Supervisorial



Districts of the BOS and reviewed each of the various cities, to help identify priority agencies. We are also considering mutual aid areas as another way as reviewing and identifying priority agencies. We also outreached to the Los Angeles Police Chief's Association to provide information about the LA-RICS LMR system. We are planning to meet with priority agencies to learn about their current situation, communication needs, what they currently have, and what LA-RICS has to offer. We also discussed our coverage maps, which will show our level of service, which agencies can try the Early Deployment / Pre-Acceptance System. The Outreach team could also provide technical assistance and knowledge to the agencies.

Board Member Chris Nunley acknowledged the team for their great work and stated the Outreach team provided exceptional technical information to the local agencies.

Board Member John Curley concurred with the acknowledgment and stated the Outreach team came out to Covina and provided outstanding information about the LA-RICS System.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H-K)

H. APPROVE THE FISCAL-YEAR 2019-20 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

Administrative Deputy Susy Orellana-Curtiss offered congratulations on closing out another successful fiscal year and stated Fiscal-Year (FY) 2019-20 Budget is before you as Agenda Item H. The Finance Committee met on June 27, 2019, and reviewed this item unanimously recommending it for approval by your Board today. Administrative Deputy Orellana-Curtiss directed the Board to Page 5 of 8; a one page snapshot of all the activities we anticipate coming before this project in FY 2019-20, which includes the conclusion of all BTOP funded construction related activities which should end by June 30, 2020. This coincides with the budget before you and includes the UASI funded LMR deployment activities planned and scheduled for Fiscal-Year 2019-20; a total of \$99,768 Million is projected grant funded expenditures.

Administrative Deputy Orellana-Curtiss stated in addition this budget similar to last year's budget includes items as approved by Authority members as contained in the existing funding plan, which are Member Funded JPA Operations, LMR Administrative cost, and LTE Administrative cost. Those costs are not funded by grants. Those expenses are born by the members and paid for out of the funds retained through our agreement with AT&T, which your Board adopted and approved. These expenditures are captured under Member Funded line items totaling \$3 Million in expenditures for



FY 2019-20. In addition, budget line item for AT&T Business Agreement Services, which is separate from the Member Funded items. Specifically, paid for SWAP related services in connection with the routers replacement project.

Administrative Deputy Orellana-Curtiss stated one new item for FY 2019-20 is LTE Equipment Payment provided by the County of Los Angeles to pay for equipment ordered and not deployed under PSBN Round 1. Administrative Deputy Orellana-Curtiss asked the Board if they had any questions.

Alternate Board Member John Geiger motioned first, seconded by Board Member Chris Nunley.

Ayes 7: Chidester, Curley, Geiger, Glatt, Nunley, Ortiz and Zuniga

MOTION APPROVED

I. APPROVE AMENDMENT NO. 37 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

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

1. Make the following findings:

- a. Find that the design, construction, implementation, operation, and maintenance of one (1) PSBN Site (Scholl Canyon [SCHCYN]) to be included as an additional potential buildable site 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 execution of Amendment No. 37 to Agreement for the PSBN is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15303, 15304, and 15332 for the reasons stated in the Board Letter and as noted in the record of the project.
- b. Find that the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these twenty-six (26) Round 2 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.



2. Delegate authority to the Executive Director to execute Amendment No. 37, in substantially similar form to the Amendment enclosed with the Board Letter, which revises the Agreement to reflect the following:
 - a. Reconcile certain equipment for PSBN Round 2 Sites for a cost increase in the amount of \$20,254.
 - b. Increase the Maximum Contract Sum by \$20,254 from \$138,611,575 to \$138,631,829.
3. Delegate Authority to the Executive Director to execute Amendment No. 37, in substantially similar form to the Enclosed Amendment.

Board Member John Curley motioned first, seconded by Alternate Board Member Kyle Zuniga.

Ayes 7: Chidester, Curley, Geiger, Glatt, Nunley, Ortiz and Zuniga.

MOTION APPROVED

J. APPROVE AMENDMENT NO. 39 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

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

1. Make the following finding:
 - a. Find that the inclusion of two (2) LMR System Sites (Rancho Palos Verdes Tee [RPVT] and East Sunset Ridge [ESR]) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) to align with the updated LMR System Design to allow the design, construction, implementation, operation and maintenance activities for the LMR System at the RPVT and ESR sites, including the design, construction, implementation, operation and maintenance of the NMDN Subsystem, and approval of the NMDN reconciliation for these two sites are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") §§ 15303 and 15304 for the reasons stated in the Board Letter and as noted in the record of the project.



- b. Find that (a) approval of NMDN reconciliation for one (1) LMR System Site (Hauser Peak [HPK]) is within the scope of the activities previously authorized at HPK on November 13, 2014, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project.
 - c. Find that (a) approval of the NMDN reconciliation for eight (8) LMR System Sites (Black Jack Peak [BJM], Burnt Peak 1 [BUR1], Castro Peak [CPK], Dakin Peak [DPK], Frost Peak [FRP], Grass Mountain [GMT], Green Mountain [GRM], Johnstone Peak 2 [JPK2]) are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified under CEQA on March 29, 2016; and (b) there are no changes to the project at this site(s) or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
 2. Approve Amendment No. 39 to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconcile the NMDN Subsystem to align with the updated LMR System design for a cost decrease in the amount of \$720,207.
 - b. Make changes necessary to incorporate LMR Change Order Modifications for a cost increase in the amount of \$73,606.
 3. Authorize a decrease to the Maximum Contract Sum in the amount \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increases and decreases into consideration.
 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 39.
 5. Delegate authority to the Executive Director or his designee to execute Amendment No. 39, in substantially similar form, to the Amendment enclosed with the Board Letter package.

Alternate Chair Glatt asked what triggered the decrease. Contracts Manager Arismendez stated it reflects the reconciliation of the NMDN Subsystem to align with the final design parameters, which resulted in a decrease in sites employing this



technology and corresponding decrease in equipment. No additional questions were asked.

Alternate Board Member John Geiger motioned first, seconded by Alternate Board Member Kyle Zuniga.

Ayes 7: Chidester, Curley, Geiger, Glatt, Nunley, Ortiz and Zuniga.

MOTION APPROVED

K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENT FOR LONG TERM EVOLUTION ROUND 2 SYSTEM SITE

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

1. Find that the approval and execution of the Amendment No. 1 to Land Mobile Radio (LMR) Site Access Agreement with the County and a Sublicense Agreement with AT&T NCW Wireless at Enclosure 1 for one LTE Round 2 System site with the County at Monte Vista Sheriff's Training Academy and Regional Services (STARS) Center (MVS2) site to allow for the design, construction, implementation, operation and maintenance of the LTE Round 2 System infrastructure at this one site is within the scope of the activities your Board previously found categorically exempt from CEQA on January 24, 2019 pursuant to CEQA Guidelines sections 15301, 15303, and 15304 for the reasons set forth in this letter and as noted in the record of the project, and that the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate authority to the Executive Director, or designee, to finalize and execute (i) a Site Access Agreement (SAA) with the County, and (ii) Sublicense Agreement with AT&T NCW Wireless, substantially similar in form to the agreements Enclosed hereto, all subject to review and approval by County Counsel.

Alternate Chair, Mark Glatt motioned first, seconded by Alternate Board Member Kyle Zuniga.

Ayes 7: Chidester, Curley, Geiger, Glatt, Nunley, Ortiz and Zuniga.

MOTION APPROVED



- IX. MISCELLANEOUS – NONE**
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XI. CLOSED SESSION – NO CLOSED SESSION TO REPORT**
- XII. ADJOURNMENT and NEXT MEETING:**

The Board meeting adjourned at 9:39 a.m., and the next meeting will be held on Thursday, August 1, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Executive Summary

August 1, 2019

LTE Update

- PSBN Round 1 site assignment agreement is nearing completion between AT&T and LA-RICS legal counsel. The Authority is accompanying AT&T to all sites to determine what needs to be accomplished at each site in order to ensure a seamless transition onto the National Public Safety Broadband Network (NPSBN). Furthermore, AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 is advancing into design work for the first seven Round 2 sites were AutoCAD site sketches have been received by LA-RICS. The environmental team has submitted the third Supplemental Environmental Assessment (SEA) to NTIA. There are five SEA's planned for the Program. Site Access Agreements (SAA) have been transmitted to landlords for the first 15 sites.

LMR Update

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

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

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$32,300,697	\$14,811,762	\$19,951,988	5/31/20
UASI 18	\$35,000,030	\$27,429,359	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$7,430,051	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$124,123,892	\$121,980,647	\$32,659,353	9/30/20



Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

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



Monthly Report No. 87

For July 2019

Submitted July 24, 2019

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AGENDA ITEM C

LTE UPDATES

- No new activity

Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
2. Ensure internal LA-RICS operational aspects are in place
3. Develop and Implement Policies

LTE Round 1 Updates

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

Special Events

- No new activity.

LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the planned 26 LTE2 sites, the 5 sites planned in the Angeles National Forest (ANF) will be designed and built by Motorola, the contract for this scope was executed on January 24 with an NTP for Phase 1 design activities issued on March 5. A kickoff meeting was held on May 1. Motorola has contracted with an A&E firm to design the nine sites. The remaining 17 sites will be designed by David Evans and Associates, 17 of which have been NTP'd to date. Of the 17 sites that have been NTP'd, construction drawings (CDs) have been begun on thirteen, the remaining 5 are in the design document stage. Southern California Edison (SCE) has reviewed and returned comments of the design drawings for the six sites proposed on SCE property, and final revisions are in progress. Geotechnical drilling has been conducted for 3 sites so far with 8 more to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings.
- Efforts to secure site access agreements for LTE2 sites are ongoing. An agreement has been secured with SCE for the six new sites proposed on SCE property. AT&T has assigned their Site Acquisition department to negotiate long-term agreements for operation of the sites after construction has been completed and the assets are transferred. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. A major focus for the month of July is the refinement of the construction drawings that are in progress with the goal of issuing Invitations for Bid (IFB) for the construction work in August. We are continuing to work with AT&T to document key site design and site acceptance standards. 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.

Other items under discussion include:

- Site Design and Layout
 - Bill of Materials
 - Real Estate Acquisition/Site Access Agreements
 - Utility Location
 - Environmental Surveys
 - Land Surveys
 - Architectural & Engineering Processes
 - Zoning Drawings
 - Construction Drawings
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
 - The final version of Supplemental EA #3 (SEA3) was submitted to NTIA on April 30 2018, a FONSI was issued on 5/17/2019.
 - The environmental team continues to evaluate sites for subsequent SEA groups, including U.S. Forest Service (USFS) sites (potential collocation to LMR-built towers). Correspondence with the USFS has been initiated regarding the feasibility of an LTE2 build in the Angeles National Forest (ANF).
 - Site walks have been completed for all remaining sites. The environmental team continues to meet with NTIA management to optimize the environmental review process.

AGENDA ITEM C

[illegible]

LMR UPDATES

Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Attended a meeting with LA County Department of Regional Planning to discuss coastal zone permitting requirements on June 19.
- Prepared Notices of Exemption for Sites ESR and RPVT, and supporting documentation, for the July 11 Board meeting.
- Attended a site walk and conducted cultural resources surveys at LMR Site RPVT on June 12.
- Initiated preparation of Section 7 and Section 106 documentation for LMR Site RPVT.
- Attended a meeting on July 8 with the USFS to discuss the status of their NEPA review for the 13 sites proposed for the Angeles National Forest.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,008 persons as of June 27.

Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to review CDP submission packages for BJM, LACF072, and SPN, and the coastal exemption package for CPK on June 19, 2019. At the meeting the communications plan between DRP and LA-RICS as applicant was established inclusive of a Single Point of Contact. In addition, DRP introduced the dedicated plan reviewers, discussed the expected review times dictated that each site will be given a tailored application checklist to ensure less defects in quality and more expedient review durations. Since then, "tailored" checklists were provided by DRP that were more broadly applicable to 1) all sites in the Santa Monica Mountains LCP, and 2) all sites in the Santa Catalina LCP. Authority staff and MSI are working to meet the requirements specified in these two checklists in order to submit revised application packages for Sites BJM and LACF072.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate, however, Authority staff received an email May 6 that indicated the Washington Office's preference for an EA for the project. Director Edson, LASD and LACF command staff, Project Director Odenthal and Jacobs technical staff met with the ANF Supervisor Jerome Perez June 19 to discuss a NEPA/SUP path forward. Supervisor Perez, Jacobs and Authority staff met with Supervisor Perez and ANF staff and were told that the final technical review (of the Visual Impact Assessment submitted in March 2019) would be completed by end of July and a final decision on the sites to be included in an EA or Decision Memo would be determined. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies is complete for all sites.

Budget

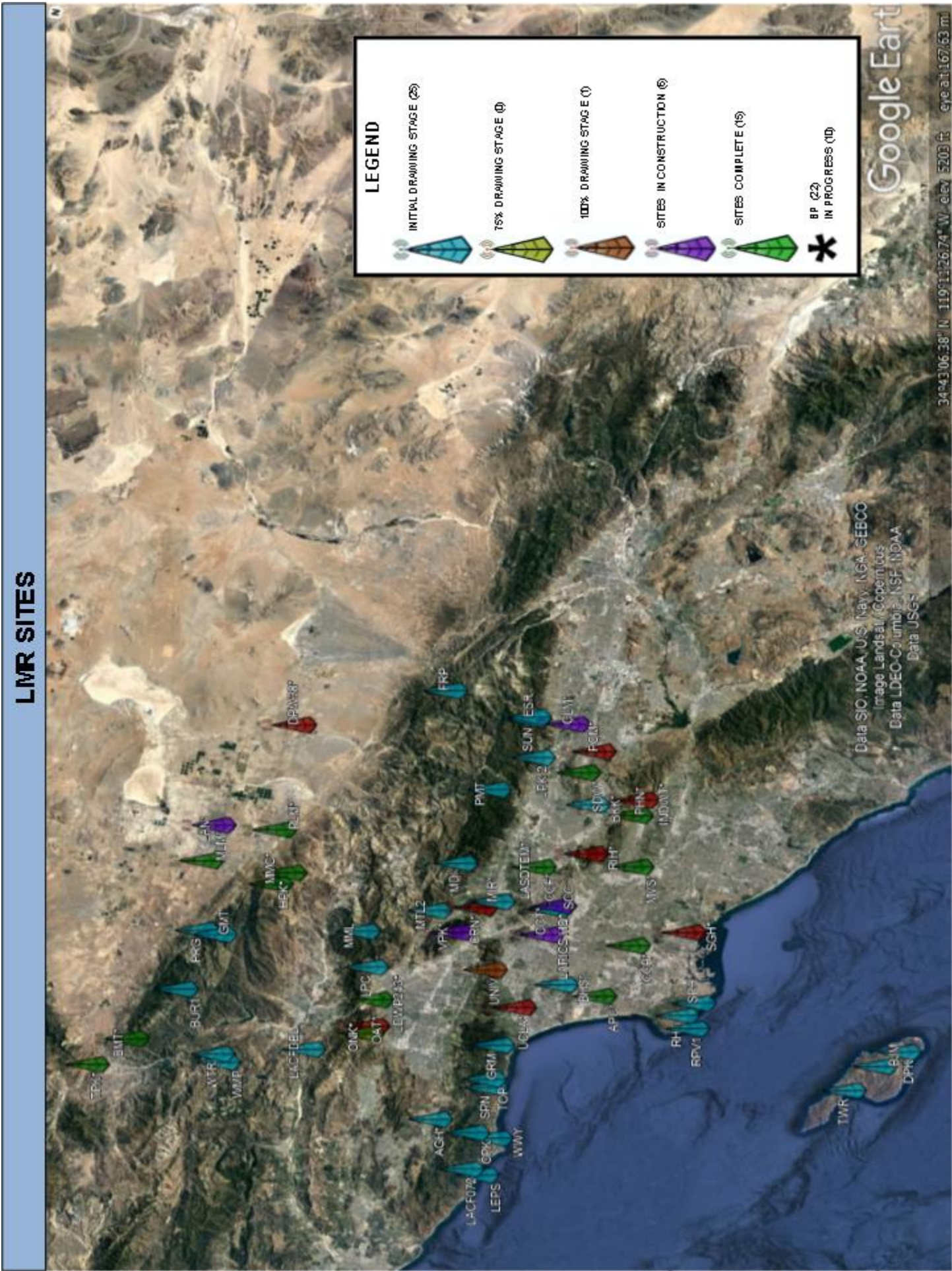
- ESR is the final LMR site pending True-up. The structural foundations and tower structure were tested at ESR to determine usefulness, but the testing suggests a substantial cost to re-build the structure. MSI engineer and estimators are needed to determine the time and cost values, so that a true-up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

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites ie. INDWT, OAT, AGH, and DPW038.
- Three of the sites in the LMR network are undergoing design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT.
- The LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments as final antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Forty-two (42) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty one (31) of the forty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 05/07/2019.

SPN 10/11/19, TWR 6/4/20, TOP 8/26/19, CPK 8/26/19, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/18/19, LACFDEL 6/21/19, PMT 9/9/19, ESR 9/9/19, MTL2 9/9/19, GRM 6/1/20, RHT 10/23/19, SPH 12/10/19, UNIV TBD.
- As of 7/22/2019 thirty-seven (37) executed SAA's are in place.

LMR SITES





Monthly Report #71

Reporting Period: 6/21/19 thru 7/20/19

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

Table of Contents

1. Executive Summary.....	3
2. Project Status	10
2.1 Tasks in Progress or Completed	10
2.2 Tasks Planned for Next Period	12
3. Project Risk Register.....	14
4. Areas of Concern.....	15
5. Disputes and Claims	16
6. Financial Status	16
7. LA-RICS Master Schedule	16

1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in

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

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

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

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

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

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to

\$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

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

This report covers the period from 6/21/19 thru 7/20/19

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings. Drawings are not being delivered to the Authority, nor are they being reviewed and commented by the prescribed means defined in the contract. This change was unofficially made without a contract amendment, solely to move through design as quickly as possible, with the understanding that design completion and obtaining building permits are on the critical path for LMR System completion. This process has all key decision makers working together to expedite and accelerate the design and approval of the remaining site drawings. The expedited drawing and review process is still in effect, with the current focus on accelerating the construction drawings for Coastal sites, in parallel with the Coastal zoning application efforts, and the development of replacement site designs for SPH, RPVT, and UNIV.

The primary Phase 1 activities for this period include:

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring site measurements and data evaluation, evaluating the potential for condensed testing and training, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process. One site remains not reconciled, ESR. LEPS and WWY are two sites planned for Ph.2-4 deletion from the Program to address LMR Program budget. LEPS has long been considered a site for deletion and more recently WWY, neither site requires backhaul re-work.

Site Design Activities

Spectrum Fingerprinting – Data collection has been completed for 50 sites, with 5 sites remaining to be tested, once site access issues are addressed. 34 reports have been submitted to LA-RICS to date, and are being reviewed by the LA-RICS project team. MSI/TxRx is currently processing 16 site reports for submission to LA-RICS.

MSI resubmitted a Change Order Request on 3/28 for the NMDN solution that has been reviewed and approved by the LA-RICS project team as well as the LA-RICS Board of Directors at the July meeting.

MSI responded to a Request for Quote to address Channel 15 Interference Mitigation on 7/10 via a Change Order Request, following MSI/LA-RICS joint reviews of the work scope and cost in June. The LA-RICS team is working to coordinate and issue a notice to proceed on this effort based on an approved Method 'C' COR forthcoming.

40 site design packages what been submitted for building department plan check to date. For USFS sites, 10 of 13 USFS site civil packages are in LA County plan check review, with comments and department approvals received at several sites. FRP and MML civil-only site construction packages have been approved by plan check, pending formal documentation or authorization from USFS. Tower material orders and tower deferred permit submissions to plan check are currently pending receipt of USFS Special Use Permit anticipated in 3Q2019.

LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (37 out of 59) Site Access Agreements have been executed.

In late February, feedback was received on the US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos. The Forest Service is expected to deliver a decision memo in the upcoming period for all 13 sites.

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

Initial Site Acquisition Agreement exhibits and designs have commenced for SPH, RPVT, and UNIV replacement sites.

The primary Phase 2 activities for this period include:

Pre-Construction Activities

MSI provided Plans of Development for USFS sites on 6/12. LA-RICS team is reviewing this pre-construction documentation in anticipation of their submission to USFS.

Pre-construction activities are ongoing at MIR where a large underground water main needs to be located, in conjunction with the utility, prior to the utility's authorization to proceed with construction.

31 site permits have been received or are ready to issue, with UCLA site authorization to proceed expected this month. Permits have been approved for BHS (5/7) and RIH (6/25) sites, with site acquisition agreements forecast in 3Q2019.

Construction Activities

During this reporting period, Phase 2 tasks continue. 29 of 59 sites are constructed or under construction. Construction is in progress at (INDWT, DPW38, BKK, and MIR). To-date, 11 of 41 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH and OAT. 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 Cinder-block CMU shelters are complete.

The primary Phase 3 activities for this period include:

Equipment Installation

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

The primary Phase 4 activities for this period include:


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




Rack cabling is in progress at the following sites: BKK, CCB, FCCF, HPK, LDWP243, MIR, MMC, MVS, PHN, and VPK

Optimization

2-site Downtown 700 MHz cell optimization (FCCF and CCG) has been completed, and UHF cell optimization is in progress and expected to complete this month.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed monthly by LA-RICS. MSI's A&E drawing progress is a particular weak point in the program and has caused the majority of the Program delay. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule. For example, timely and acceptable completion of A&E drawings, A&E drawing revisions from jurisdictions, and construction duration slippage due to drawing E&O in field set. For over one year, the primary goal for the program was to achieve a mutually

LMR Project Dashboard			
Category	Rating	Change	Comments
			agreed schedule that aligned with the 2020 plan developed by MSI in May of 2018, and at the very least contained all of the required information. Phase 4a/4b activity detailing and labor loading work has remained a particular weak point and even non-existent in the IMS up until this point in time where MSI is now focusing effort. Radio interference from Mexico is impacting the implementation of the Channel 15 equipment. LA-RICS and MSI have worked together to tailor UASI 18 equipment ordering, which will require an amendment expected this month.
			The construction drawing, review, and approval process continues to be streamlined using the accelerated joint review and approval process. The Authority and MSI will continue to work together to identify additional means to shorten this process. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced with the initial sites, while simultaneously limiting the number of revisions necessary prior to approval. LA County DPW introduced a QA checklist for MSI to provide the best possible chance of a successful review. This step was introduced out of necessity and largely supplants the review process outlined in the contract by the Authority for the same purpose.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions. FEMA independent site environmental approvals required. It was reported that MML road damage will be repaired by the USFS in August 2019 prior to the planned start of construction.
			
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. Discussions continue, at the executive level, regarding cost overruns beyond December 2020.

2. Project Status

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

2.1 Tasks in Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Measurements – 50 sites complete	In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (40/59 Sites submitted; 31/59 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
29/59 Sites Construction Complete or Under Construction	
AGH – Working electrical conduit DC runs outside shelter.	
DPW38 – Caisson for Legs B and C complete, continue drilling Leg A	
INDWT – Concrete poured for tower caissons and fuel tank and generator set on foundation	
MIR – Continuing to investigate location of underground water main under work area with utility	
OAT – Completed fuel tank piping and remote fill installation. Pressure test performed 6/26	In Process
POM – Subcontractor is working on interior cable tray installation, and shelter door latch hardware	
BKK – Fence post installations are in progress	
BHS – Preparing for construction mobilization pending SAA approval	
SDW – Passed SCE final inspection, 7/3. Power-on forecast for late July. Remaining electrical work includes conductors from transformer to switchgear, and boring down the hill to the electrical vault.	
Installation of Antennas and Dishes, Cold Installation of FNE Racks and Batteries,	

Activity Name	Activity Status
Inter-Rack Cabling	
BKK: Rack installs commenced, 7/10	
CCB: Rack cabling commenced Wed, 7/3	
DPW38: Rack installs commenced Fri, 7/12	
FCCF: Rack cabling clean-up and labeling started, 7/12	In Process
HPK: Rack cabling started, 7/16	
MIR: Rack installs commenced week of 7/15	
MMC: Rack cabling commenced week of 7/15	
FNE Optimization	
2-site Downtown 700 cell optimization (FCCF and CCT) up and under test. 4 weeks to optimize this 2-site 700MHz cell. 2-site Downtown UHF cell optimization in process.	In Process

2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution - Provided ROM costs on 6/5.	
Jointly discussed and review with LA-RICS team, 6/17. COR/RFQ response provided 7/10 following initial submission on 6/18.	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Planned Status
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
Staging	
UASI18 Sites – Q3 or Q4, 2019 (forecast)	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	

Activity Name	Planned Status
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process
Early Shipment Equipment will need to be re-located to their planned versus current interim locations.	In Process
FNE Optimization	
Equipment, Microwave Phase 4a	In Process

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority & Motorola	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance. Tower height risk only occurs at MML. RF configuration risk is active at several sites, particularly those impacted by Ch.15.	Active
Environmental Process	Authority & Motorola	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	High	Delay in permit submission and release has impacted the construction schedule. Site changes and site re-design elements at UNIV, RPVT and SPH are impacting drawing progress for those certain sites. The changes were necessary for site use. However, Coastal site packages have taken over a year longer to produce than originally forecasted by MSI. Construction of these sites will drive the finish of the program. The permit quality control issue appears successfully mitigated by LA	Active

Title	Assigned	Impact	Risk Description	Status
			County DPW checklist, however lacking submittals to the Authority presents a significant risk in ensuring acceptable equipment and materials are in use and consistent across all sites.	
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements. This Risk impacts productivity and causes delays to planned Ph.2 work when building permits are in hand, but access agreements are not yet executed. To date this risk has only occurred at two sites, RIH and BHS.	Active at RIH and BHS only.
Project Schedule	Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by MSI's Coordination with PNS and A&E firms. Mutually agreed schedule has been an outstanding item, despite work progressing over the last year.	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)	167,625,504
Cumulative Invoice Payments from Last Report	85,364,756
Total Invoice Payments This Period	150,575
Remaining Amount to be Paid	82,110,173

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule_DD21-Oct-2017".

Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 1, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meetings with representatives from AT&T</i>	July 8 th and 15 th , 2019
<i>Meeting with representatives from LA County Health Services and the Cities of Claremont, Covina, Inglewood, San Fernando and Signal Hill</i>	July 8, 11, 13, 15, 23, 24 and 30, 2019
<i>Leadership Meeting with Motorola Solutions, Inc.</i>	July 16, 2019

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

Members of the LA-RICS Team met via in person meetings and conference calls with representatives from Los Angeles County Department of Health Services, Claremont, Covina, Inglewood, San Fernando and Signal Hill to discuss Round 2 PSBN / LTE2 technical logistics and LMR system updates.

Executive Director Edson and Administrative Deputy Susy Orellana-Curtis met with Motorola Solutions, Inc. (Motorola) Leadership to discuss construction timelines and schedules.

Lastly, the next edition of the Newsletter is scheduled to be released in August.

WST:pdd

AGENDA ITEM G



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 1, 2019

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

Dear Directors:

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

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 38 to Agreement No. LA-RICS 008 (Agreement) with Motorola Solutions, Inc. ("Motorola") for the Public Safety Broadband Network (PSBN) to include PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for the PSBN Round 2 Sites, for a not-to-exceed amount of \$90,000.

RECOMMENDED ACTIONS

It is recommended that your Board:

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

2. Delegate Authority to the Executive Director to issue one or more Notices to Proceed (NTP) to perform the work contemplated in Amendment No. 38.

BACKGROUND

On January 24, 2019, your Board approved Amendment No. 35 to the Agreement to extend the Term with Motorola and expand the network to incorporate 26 additional sites (collectively, PSBN Round 2 Sites) in connection with the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) approval of the Authority's PSBN Round 2 Project Implementation Plan (PIP) objective to augment coverage.

In connection with this approval, your Board's consideration is sought to allow the Authority to carry out environmental monitoring and compliance reporting services, which is required for construction of the PSBN Round 2 sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 38 to revise the Agreement to increase the scope of PSBN Round 2 work to include As-Needed Environmental Monitoring and Compliance Monitoring Services for the PSBN Round 2 Sites, increasing the Maximum Contract Sum by a not-to-exceed amount of \$90,000.

It is necessary to include As-Needed Environmental Monitoring and Compliance Reporting Services for work related to PSBN Round 2 sites, to ensure the Authority's construction contractors are in compliance with any environmental, design and construction requirements. The implementation of these monitoring and reporting services would assess and ensure these requirements have been appropriately adhered to and/or applied by the Authority's construction contractors.

FISCAL IMPACT/FINANCING

The Work contemplated in Amendment No. 38 for the As-Needed Environmental Monitoring and Compliance Reporting Services will increase the aggregate Maximum Contract Sum by \$90,000 from \$138,631,829 to 138,721,829, and will be reimbursable under the Broadband Technology Opportunities Program (BTOP) grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will have authority to execute Amendment No. 38 with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:rf:pdd

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Enclosure

cc: Counsel to the Authority

AMENDMENT NUMBER THIRTY-EIGHT
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Thirty-Eight (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 38") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August _____, 2019 (the date executed by the Authority), based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all

Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PSBN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make

changes necessary to remedy certain miscalculations in cost in the amount of \$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154 (\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, $[(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964]$, when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 $(\$235,768 - \$200,000 - \$2,153,150 + \$550,000)$, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no lo

longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation

and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost

decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 29, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Four, effective December 19, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Five, effective January 24, 2019, to make changes necessary to (a) extend the Initial Term of the Agreement commencing as of February 1, 2019; (b) perform all Work necessary to incorporate nine (9) additional PSBN Sites to be co-located at certain Land Mobile Radio (LMR) System Sites (collectively hereinafter, "PSBN Round 2 Collocation

Sites"), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) for a cost increase in the amount of \$6,724,617 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (c) supply all PSBN Components for seventeen (17) PSBN Round 2 Urban Sites (as defined herein) for a cost increase in the amount of \$2,411,489 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (d) reduce the Maximum Contract Sum for PSBN Work through Amendment No. 34 for a cost decrease of \$4,558,480 to account for certain equipment costs being shifted to PSBN Round 2; (e) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation) for the 9 PSBN Round 2 Collocation Sites; (f) increase collectively the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785 as set forth in Exhibit C.1 (PSBN Payment Summary); and (g) make other certain changes as set forth in this Amendment No. 35.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Six, effective June 11, 2019, to make changes necessary to (a) reconcile certain PSBN Components for nine (9) PSBN Round 2 Collocation Sites for a cost increase in the amount of \$104,961 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (b) reconcile certain PSBN Components for seventeen (17) PSBN Round 2 Urban Sites for a cost increase in the amount of \$298,192 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) shift certain equipment costs to PSBN Round 1 in the amount of \$244,637; (d) increase the Maximum Contract Sum for PSBN Round 1 by \$244,637; (e) increase the Maximum Contract Sum for PSBN Round 2 by \$403,153; (f) collectively increase the aggregate maximum contract sum by \$647,790 from \$137,963,785 to \$138,611,575; and (e) make other certain changes as set forth in this Amendment No. 36.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Seven effective July 11, 2019 to make changes necessary to (a) reconcile certain PSBN Components for PSBN Round 2 Sites including at an additional potential site for a cost increase in the amount of \$20,254 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Round 2 by \$20,254; (c) collectively increase the aggregate maximum contract sum by \$20,254 from \$138,611,575 to \$138,631,829; and (d) make other certain changes as set forth in this Amendment No. 37.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 38 to make changes necessary to (a) revise Exhibit A.1 (PSBN Round 2 Statement of Work and Technical Specifications) to include PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for a not-to-exceed cost increase in the amount of \$90,000; (b) increase the Maximum Contract Sum for PSBN Round 2 by \$90,000; (c) collectively increase the aggregate

maximum contract sum by \$90,000 from \$138,631,829 to \$138,721,829; and (d) make other certain changes as set forth in this Amendment No. 38.

WHEREAS, this Amendment No. 38 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. 38, 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. 38 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 38.
2. PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services. The Authority and Contractor agree and acknowledge the Contractor will provide PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for up to 26 PSBN Round 2 Sites. The PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services scope is contemplated in Exhibit A.1 (PSBN Round 2 Statement of Work and Technical Specifications) attached to this Amendment No. 38 and the corresponding costs are reflected in Exhibit C.23 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services) also attached to this Amendment No. 38.
3. Amendments to Base Document.
 - 3.1 Section 8.1.1 (Maximum Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1 Maximum Contract Sum
 - 8.1.1.1 PSBN Through Amendment No. 38

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 38 is One Hundred Thirty-Eight Million, Seven Hundred and Twenty-One Thousand, Eight Hundred and Twenty-Nine Dollars (\$138,721,829) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 8.1.1.2 PSBN Round 2

The "Maximum Contract Sum" under this Agreement for PSBN Round 2 is Nine Million, Six Hundred and Forty-Nine Thousand, Five Hundred and Fourteen Dollars (\$9,649,514) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 Section 24.4.1.2 within Section 24.4 (Limitation of Liability) of the Base Document is deleted in its entirety and replaced with the following:

24.4.1.2 PSBN Round 2

With respect to PSBN Round 2 Work, except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Seventeen Million, Three Hundred and Fourteen Thousand, Seven Hundred and Sixty-Four Dollars (\$17,317,764). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit A.1 (PSBN Round 2 Statement of Work and Specifications) is revised to include a new Section 3 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services) as follows:

3. AS-NEEDED ENVIRONMENTAL MONITORING AND COMPLIANCE REPORTING SERVICES

The Contractor will provide certain PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for up to 26 PSBN Round 2 Sites. Site specific Construction Management Requirements (CMRs), conservation measures and which include certain Best Management Practices (BMPs), are incorporated herein by this reference. To initiate these as-needed services, the Authority will issue the Contractor a Notice to Proceed (NTP) on a per site basis and will be accompanied by the corresponding site specific CMR.

These as-needed services will be performed by the Contractor in exchange for the unit rates set forth in Exhibit C.23 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services).

For purposes of this Section 3, the Contractor will be referred to as the "Monitoring Contractor."

The Monitoring Contractor shall perform the following subtasks:

1. Implement BIO CMR 1. Monitoring Contractor shall provide a qualified biologist to perform one pre-construction survey at each site for nesting birds during the applicable nesting bird season and take appropriate measures as described in BIO CMR 1. Documentation of survey efforts shall be provided to the Authority within 24 hours of survey activity using an Authority-provided form. BIO CMR 1 is applicable at all PSBN sites.
2. Implement BIO CMR 2. Monitoring Contractor shall provide a qualified biologist to perform one pre-construction survey for nesting golden and bald eagles during their respective applicable nesting seasons. Documentation of survey efforts shall be provided to the Authority within 24 hours of survey activity using an Authority -provided form. BIO CMR 2 is applicable at sites AZUCYN and THOMSEN.
3. Implement BIO CMR 6. Monitoring Contractor shall provide a qualified biologist to perform construction monitoring during ground disturbing activities, or as specifically required under BIO CMR 19 (see below). Monitoring Contractor shall verify and document that all applicable CMRs, conservation measures, and BMPs are being carried out at the site by the Authority's construction contractor, except as noted in this scope of work as effort reserved to the Monitoring Contractor. As part of the efforts for BIO CMR 6, Monitoring Contractor shall verify BIO CMR 7, BIO CMR 8, BIO CMR 11, BIO CMR 17, and BIO CMR 18 are being implemented by the Authority's construction contractor, and shall implement BIO CMR 9 and BIO CMR 10. Documentation of monitoring efforts shall be provided to the Authority within 24 hours of monitoring activity using an Authority -provided form. BIO CMR 6 is applicable at sites AZUCYN and THOMSEN.
4. Implement BIO CMR 19. Monitoring Contractor shall provide a qualified biologist to perform pre-construction surveys for special-status birds during their respective nesting seasons. If special status species are detected, Monitoring Contractor's qualified biologist will identify appropriate buffer area(s) at the affected site(s). Documentation of survey and protection efforts

shall be provided to the Authority within 24 hours of survey/protection activity using an Authority-provided form. BIO CMR 19 is applicable at Site AZUCYN (for least Bell's vireo and southwestern willow flycatcher), and the THOMSEN site (for coastal California gnatcatcher).

- 4.2 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments), to reflect the inclusion of As-Needed Environmental Monitoring and Compliance Reporting Services, which is attached to this Amendment No. 38, and is incorporated herein by this reference.
- 4.3 Exhibit C (Schedule of Payments) is further revised to include a new Exhibit, in particular Exhibit C.23 (PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services), which is attached to this Amendment No. 38, and is incorporated herein by this reference.
- 4.4 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) to reflect updated administration personnel, which is attached to this Amendment No. 38, and is incorporated herein by this reference.
5. This Amendment No. 38 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 38;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 38 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 38; and
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 38.
6. Except as expressly provided in this Amendment No. 38, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 38 on behalf of Contractor represent and warrant that the person executing this Amendment No. 38 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 38, and that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 38 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 THIRTY-EIGHT
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 38 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN WORK (THROUGH AMENDMENT NO. 36)				
Phase 1 - System Design ^(Note 4)	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification ^(Note 4)	\$ -	\$ 19,861,888	\$ 1,939,956	\$ 17,921,932
Phase 3 - Supply PSBN Components	\$ -	\$ 21,754,297	\$ 2,046,410	\$ 19,707,887
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
Subtotal (Phases 1 to 4)	\$ -	\$ 63,257,798	\$ 5,902,319	\$ 57,355,479
Phase 5 - PSBN Maintenance (Year 1 Option Term)	\$ -	\$ 2,991,000	\$ -	\$ 2,991,000
Phase 5 - PSBN Maintenance Extension (June 30, 2018)	\$ -	\$ 195,306	\$ -	\$ 195,306
Phase 5 - PSBN Maintenance (Years 2 through 5)	\$ 26,414,061	\$ -	\$ 2,641,406	\$ 23,772,655
Subtotal (Phases 1 to 5)	\$ 26,414,061	\$ 66,444,104	\$ 8,543,725	\$ 84,314,440
Additive Alternate 1 - Home Subscriber Server (HSS) ^(Notes 1, 2, 3)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core ^(Notes 1, 2, 3)	\$ -	\$ 2,519,662	\$ 251,967	\$ 2,267,695
Additive Alternate 3 - Location Services	\$ -	\$ -	\$ -	\$ -
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 6,166,090	\$ 3,480,550	\$ 964,665	\$ 8,681,975
Total ([Phases 1-5] + Additive Alternates)	\$ 32,580,151	\$ 69,924,654	\$ 9,508,390	\$ 92,996,415
CELL-ON-WHEELS (COW) WORK				
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,713	\$ 41,149	\$ 370,563
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,800,330	\$ 180,045	\$ 1,620,286
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 95,485	\$ 9,555	\$ 85,930
OTHER WORK				
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 666,163	\$ 66,616	\$ 599,535
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
LA-RICS PSBN - Equipment Relocation	\$ -	\$ 208,338	\$ -	\$ 208,338
LA-RICS Public Safety Enterprise Network (PSEN) Services	\$ -	\$ 278,908	\$ -	\$ -
Total for PSBN Round 1 Work	\$ 32,580,151	\$ 96,492,164	\$ 10,294,899	\$ 102,734,250

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN ROUND 2 WORK (Note 5)				
PSBN Round 2 Collocation Sites:				
Performance Bond	\$ -	\$ 28,233	\$ -	\$ 28,233
Project Schedule	\$ -	\$ 159,537	\$ 15,954	\$ 143,583
Phase 1 Work	\$ -	\$ 555,480	\$ 55,548	\$ 499,932
Phase 2 Work	\$ -	\$ 1,342,935	\$ 134,294	\$ 1,208,642
Phase 3 Equipment	\$ -	\$ 3,101,759	\$ -	\$ 3,101,759
Phase 3 - Spare Equipment	\$ -	\$ 928,765	\$ -	\$ 928,765
Phase 4 Work	\$ -	\$ 712,870	\$ 71,287	\$ 641,583
Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)	\$ -	\$ 6,829,579	\$ 277,083	\$ 6,552,497
PSBN Round 2 Urban Sites:				
Phase 3 Equipment		\$ 2,729,935	\$ -	\$ 2,709,681
Subtotal for PSBN Round 2 Urban Sites	\$ -	\$ 2,729,935	\$ -	\$ 2,709,681
PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services:				
As-Needed Environmental Monitoring and Compliance Reporting		\$ 90,000		
		\$ 90,000		
Total for PSBN Round 2 Work	\$ -	\$ 9,649,514	\$ 277,083	\$ 9,262,178
TOTAL CONTRACT SUM	\$106,141,678			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$138,721,829			

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
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Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

Note 5: Pursuant to Amendment No. 35, the Agreement was amended to reflect the inclusion of PSBN Round 2 Work.

SCHEDULE OF PAYMENTS

EXHIBIT C.23 (PSBN ROUND 2 AS-NEEDED ENVIRONMENTAL MONITORING AND COMPLIANCE REPORTING SERVICES)

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Sites	Task/Deliverable	Not-to-Exceed Amount
A.1.3	26 Sites	As-Needed Environmental Monitoring Services pursuant to Exhibit A.1 and the Unit Rates set forth in this Exhibit C.23	\$ 90,000.00
TOTAL NOT-TO-EXCEED COST FOR AS-NEEDED ENVIRONMENTAL MONITORING AND COMPLIANCE REPORTING SERVICES:			\$90,000

Deliverable/ Task No./ Subtask No. (Exhibit A.1)	Task/Deliverable	Unit Rates
A.1.3	Monitoring, Surveys and Reporting (full day, inclusive of travel-related Other Direct Costs)	\$ 1,100.00
A.1.3	Monitoring, Surveys and Reporting (half day, inclusive of travel-related Other Direct Costs)	\$ 550.00

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project Director

Scott Edson
LA-RICS Interim Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (323) 881-8281
Email: Scott.Edson@la-rics.org

Authority Project Director Designees:

Susy Orellana-Curtiss
LA-RICS Administrative Chief
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (323) 881-8292
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Wendy Stallworth-Tait
LA-RICS Executive Assistant
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (323) 881-8311
Email: Wendy.Stallworth-Tait@la-rics.org

1.2 Authority Project Manager

Chris Odenthal
LA-RICS Program Manager
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (760) 717-3400
Email: Chris.Odenthal@jacobs.com

Authority Project Manager Designee:

Justin Delfino
LA-RICS Project Manager, Radio System Technology
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (480) 393-6682
Email: Justin.Delfino@jacobs.com

2. Contractor Key Personnel**2.1 Contractor Project Director**

Arturs A. Vanags
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (847) 343-2665
Email: art.vanags@motorolasolutions.com

2.2 Contractor Project Manager

Steve Palm
Motorola Senior Project Manager
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (619) 921-5901
Email: steve.palm@motorolasolutions.com

2.3 Contractor Site Work Design Manager**Site Design and Construction Manager**

TJ Sauthoff
Construction Management Director (Pyramid Network Services)
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (801) 745-7156
Email: tsauthoff@pyramidns.com

Mitchell J. Campagna
Site Architect Manager (Mitchell J. Architecture subcontracted to Pyramid Network Services)
4883 Ronson Ct., Suite N
San Diego, CA 92111
Telephone No.: (858) 650-3130
Email: mitch.campagna@mitchellj.com

2.4 Contractor Security Designees

Jeff Pugay
Motorola Senior Project Manager
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (310) 617-6479
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Arturs A. Vanags
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (847) 343-2665
Email: art.vanags@motorolasolutions.com

2.5 Authorized Agents

Arturs A. Vanags
Motorola Project Director
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (847) 343-2665
Email: art.vanags@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$1,000,000.

Howard Chercoe
Motorola Vice President
10680 Treena Street, Suite 200
San Diego, CA 92131
Telephone No.: (858) 368-3267
Email: h.chercoe@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

Ali Kapadia
Motorola Vice President
North America Systems Integration
500 W. Monroe Street, Floors 39-44
Chicago, IL 60661
Telephone No.: (312) 725-6273
Email: ali.kapadia@motorolasolution.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$25,000,000.

Santiago Sobingsobing
Service Delivery Manager
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (626) 664-9229
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Wayne Wahlgren
Territory Services Director
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San Diego, CA 92131
Telephone No.: (760) 525-8381
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2.6 Contractor's Office

Local Office:

725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Telephone No.: (817) 343-8288
Email: norm.folger@motorolasolutions.com

Headquarter Office:

500 W. Monroe Street
Chicago, IL 60661
Telephone No.: (847) 576-5000
Email: norm.folger@motorolasolutions.com



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 1, 2019

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

Dear Directors:

**APPROVE AMENDMENT NO. 40 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. 40 to Agreement No. LA-RICS 007 (Agreement) which contemplates the reconciliation of two (2) Land Mobile Radio (LMR) System Sites and the reconciliation of Narrowband Mobile Data Network (NMDN) to align with the updated LMR System Design; inclusion of the scope for Channel 15 and Channel 16 Interference Mitigation and the incorporation of certain Change Order Modifications, all actions resulting in a net decrease to the Maximum Contract Sum in the amount of \$1,261,169.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 40 (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. Reconciliation to remove two (2) LMR System Sites Lower Encinal Pump Station (LEPS) and Winding Way (WWY) along with reconciling the NMDN Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456.

AGENDA ITEM I

- b. Inclusion of the scope for Channel 15 and Channel 16 Interference Mitigation for a cost increase in the amount of \$803,207.
 - c. Make changes necessary to incorporate LMR Change Order Modifications for a cost decrease in the amount of \$10,920.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 40.
4. Delegate authority to the Executive Director or his designee to execute Amendment No. 40, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

The Authority continues to work closely with Motorola on the reconciliation of sites and subsystems to align with the LMR System redesign. As this is an iterative process, the ongoing design work resulted in the need to reconcile certain Work, equipment, Subsystems, and corresponding costs to reflect the updated design. As a result, part of the recommended actions contemplate the removal of Sites LEPS and WWY and the reconciliation of the NMDN Subsystem. In addition, the recommended actions include the scope of work for Channel 15 and Channel 16 Interference Mitigation and LMR Change Order Modifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director or his designee to execute Amendment No. 40 to reconcile two (2) LMR System Sites and further reconcile the NMDN Subsystem, include scope for Channel 15 and Channel 16 Interference Mitigation and incorporate certain Change Order Modifications, all actions resulting in a net decrease to the Maximum Contract Sum in the amount of \$1,261,169.

LMR System Reconciliation

As a result of the membership opt outs and redesign efforts to date, it was necessary to reconcile the LMR System design. Such reconciliations include, but are not limited to, changes in site makeup, equipment counts, and configurations, which affect the subsystems that makeup the LMR System. In regards to site makeup, Sites LEPS and WWY are no longer part of the LMR System design and will be removed from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System

Components), and Phase 4 (LMR System Implementation), respectively. In addition, an administrative reconciliation and reconciliation related to the NMDN Subsystem is necessary to reconcile the schedule of payments to appropriately reflect costs associated with this work that was not previously contemplated.

Channel 15 and Channel 16 Interference Mitigation

As part of a treaty between the United States (US) and Mexico regarding frequency use and coordination between the two nations for the border region, the two negotiated how spectrum would be deployed on each side of the border. This included the use of Channel 15 by public safety on the US side of the border and **XHTJB-TDT**, a TV station in Tijuana on the Mexico side. The TV Station's operation caused substantial interference to Channel 15 spectrum in the Los Angeles area and rendered many of the LA-RICS UHF Trunked sites unusable. Due to this interference on the planned UHF channels, it is necessary to mitigate this interference by moving some of the channels to DTV Channel 16. As such, this amendment would include the scope of work necessary to carry out Channel 15 and Channel 16 Interference Mitigation.

LMR Change Order Modification

With respect to the LMR Change Order Modifications contemplated in Amendment No. 40, Authority staff, including its consultants, and the LMR Contractor, Motorola have reviewed and negotiated each claim, including the associated costs for each change order. The changes presented in Amendment No. 40 benefit the LMR project and are required for the completion of the LMR System. LMR change orders are considered for a variety of reasons and reflect items that were not originally considered in the contract or are performed in order to ratify an agreement between the Authority and its Contractor, Motorola, regarding work to be performed. The particular LMR Change Order Modifications contemplated is for Work associated with a microwave link.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 40 will result in a net decrease to the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the recommended actions into consideration and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:RF:pdd

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Enclosure

cc: Counsel to the Authority

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

Recitals

This Amendment Number Forty (together with all exhibits, attachments, and schedules hereto, "Amendment No. 40") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August _____, 2019, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

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

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

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

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

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

*Amendment No. 40 to
Agreement No. LA-RICS 007*

AGENDA ITEM I - ENCLOSURE

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

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

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

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

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

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

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

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

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

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System

Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

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

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

- (e) Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.
- (e) Decreasing the Maximum Contract Sum by \$10,087,227 ($-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159$) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

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

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

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking

the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

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

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

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease

into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

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

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

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

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

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

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

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

The Authority and Contractor desire to further amend the Agreement 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; (d) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (e) 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 (f) make other certain changes as set forth in this Amendment No. 40.

This Amendment No. 40 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. 40, 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. 40 refer to sections of the Base Document, as amended by this Amendment No. 40.
2. LMR System Reconciliation. The parties agree and acknowledge to reconcile the Agreement to remove two (2) LMR System Sites and all corresponding Work and Components these sites and further reconcile the NMDN Subsystem. The reconciliation contemplates two (2) LMR System Sites (LEPS and WWY) that will no longer be considered for inclusion in the LMR System and will be removed from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively. No further Work will occur at these sites and the cost for these sites are removed from the relevant portions of Exhibit C (Schedule of Payments). Additionally, the NMDN Subsystem is revised to reflect an administrative reconciliation related to discounts which is accounted for in Exhibit C.15 (LMR System Discounts).

RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT 40			
Item No.	Site ID	Site Description	Reconciliation
2.1	LEPS	Lower Encinal Pump Station	Remove from the scope of Phase 2 through Phase 4
2.2	WWY	Winding Way	Remove from the scope of Phase 2 through Phase 4

3. LMR Change Order Modifications. The parties agree and acknowledge that Contractor will perform those certain Change Order Modification Work set forth in Exhibit C.17 (LMR Change Order Modifications) and in the table in this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments).

*Amendment No. 40 to
Agreement No. LA-RICS 007*

AGENDA ITEM I - ENCLOSURE

Item No.	Site ID	COR No.	Description	Amount
3.1	RIH	RIH COR 005	Phase 3 – Microwave Link	(\$10,920)
TOTAL AMOUNT:				\$(10,920)

4. Amendments to the Base Document.

4.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Six Million, Two Hundred Seventy Thousand, Six Hundred Eighty-Nine Dollars (\$296,270,689), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

4.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Ninety-Three Million, Seven Hundred Ten Thousand, Eight Hundred Eighty-Six Dollars (\$293,710,886). 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) is revised to include Section 3.11 Channel 15 to 16 Interference Mitigation with the following:

3.11 Channel 15 and Channel 16 Interference Mitigation

The Contractor will provide the work for Channel 15 to Channel 16 Interference Mitigation on the planned UHF channels which includes the following:

3.11.1 Revise Coverage Model and Maps

- 3.11.1.1 Analyze existing LASD and LACoFD frequency plans.
- 3.11.1.2 Provide co-channel and adjacent channel analysis.
- 3.11.1.3 Perform frequency searches.

- 3.11.1.4 Perform intermodulation studies.
- 3.11.1.5 Provide coverage analysis.
- 3.11.1.6 Provide cell updates as required.

3.11.2 Spectrum Fingerprinting and Noise Floor Monitoring Reanalysis (single iteration only)

3.11.3 Noise Floor Coverage Review Based on Noise Floor Monitoring Data

- 3.11.3.1 Review new Noise Floor Monitoring Data and rerun coverage with new noise floor values and evaluate.

3.11.4 Redistribute and Install TV-band Filtering Equipment

3.11.4.1 Replacement filter hardware equipment:

- 3.11.4.1.1 ADD: UHF TX FILTER W/PMU.
- 3.11.4.1.2 ADD: UHF SITE PRESELECTOR.
- 3.11.4.1.3 Filter equipment for twelve (12) sites.

3.11.4.2 Installer labor:

- 3.11.4.2.1 Provide filter redistribution and replacement equipment (factory tuned), worst case Channel 16.
- 3.11.4.2.2 Provide frequency impact installation and test to non-interference sites (filter changes).

3.11.4.3 System Technologist labor:

- 3.11.4.3.1 Provide filter redistribution and replacement equipment (factory tuned), worst case Channel 16
- 3.11.4.3.2 Provide frequency impact installation and test to non-interference sites (filter changes).

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) to Exhibit C (Schedule of Payments) attached to this Amendment No. 40, which is incorporated herein by this reference.

5.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 40, which is incorporated herein by this reference.

- 5.4 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) to Exhibit C (Schedule of Payments) attached to this Amendment No. 40, which is incorporated herein by this reference.
- 5.5 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) to Exhibit C (Schedule of Payments) attached to this Amendment No. 40, which is incorporated herein by this reference.
- 5.6 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated October 2018, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated July 2019, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
- 5.7 Exhibit C.15 (LMR System Discounts) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.15 (LMR System Discounts) to Exhibit C (Schedule of Payments) attached to this Amendment No. 40, which is incorporated herein by this reference.
- 5.8 Exhibit C (Schedule of Payments) is further revised to include a new Exhibit, in particular Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation), which is attached to this Amendment No. 40, and is incorporated herein by this reference.
- 5.9 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 40, which is incorporated herein by this reference.
- 6. This Amendment No. 40 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. 40;
 - 6.2 Los Angeles County Counsel has approved this Amendment No. 40 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. 40; and
 - 6.4 The Executive Director of the Authority has executed this Amendment No. 40.

7. Except as expressly provided in this Amendment No. 40, 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. 40 on behalf of Contractor represent and warrant that the person executing this Amendment No. 40 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 40, and that all requirements of Contractor to provide such actual authority have been fulfilled.
9. This Amendment No. 40 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
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. 40 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*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 40*

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)	\$ -	\$ 43,400,362	\$ 3,124,069	\$ 40,276,293
Phase 2	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
Phase 3	\$ -	\$ 60,881,832	\$ 5,057,484	\$ 55,824,349
Phase 4	\$ -	\$ 28,166,156	\$ 2,753,244	\$ 25,412,912
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 176,141,096	\$ 15,194,681	\$ 160,946,415
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 176,141,096	\$ 15,194,681	\$ 216,844,933
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		\$ 296,028	\$ 29,603	\$ 266,425
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
SUBTOTAL	\$ 130,552,956	\$ 182,352,688	\$ 22,909,728	\$ 289,192,708
TOTAL CONTRACT SUM:	\$182,352,688			
LMR Discounts ^(Note 2)	-\$16,634,955			
Unilateral Option Sum plus Total Contract Sum):	\$296,270,689			

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.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2		Site Construction						
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 1,087,923	\$ 108,792	\$ 979,131
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 1,036,474	\$ 103,647	\$ 932,826
B.2.2	ELSGDDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JKP	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 536,490	\$ 53,649	\$ 482,841
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain-OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 735,910	\$ 73,591	\$ 662,319
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 433,020	\$ 43,302	\$ 389,718
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 1,019,370	\$ 101,937	\$ 917,433
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291
B.2.2	WSI	100 Wilshire		\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625
B.2.2	LAPDD77	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 18,082,629	\$ 1,808,263	\$ 16,274,366

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable <i>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</i>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 2 <i>(Note 1,2,3,4,5)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.2.2		Site Construction						
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFI36	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.2.2		Site Construction						
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 720,568	\$ 72,057	\$ 648,511
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 760,736	\$ 76,074	\$ 684,662
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 1,581,819	\$ 158,182	\$ 1,423,637
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757
		Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MIR	Mirador		\$ -	\$ -	\$ 412,858	\$ 41,286	\$ 371,572
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 758,650	\$ 75,865	\$ 682,785
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 818,220	\$ 81,822	\$ 736,398
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989
		Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 1,226,334	\$ 122,633	\$ 1,103,701
B.2.2	PWT	Portshead Tank		\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 10,622,123	\$ 1,062,212	\$ 9,559,911
		Project Management	Included		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance				\$ 8,963,267	\$ 896,327	\$ 8,066,940
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.2.2		Site Construction						
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.2.2		Site Construction						
B.2.2	BHS	Baldwin Hills County				\$ 744,255	\$ 74,426	\$ 669,830
		Los Angeles County Department of Public Works Pump Station 38				\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	DPW38					\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde				\$ 344,492	\$ 34,449	\$ 310,043
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.2.2		Site Construction						
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.2.2		Site Construction						
B.2.2	BKK	BKK Landfill				\$ 313,118	\$ 31,312	\$ 281,806
B.2.2	UCLA	UCLA (Factor Building)				\$ 420,011	\$ 42,001	\$ 378,010
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.2.2		Site Construction						
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321
Subtotal for Additional Sites (Amendment No. 29)						\$ 308,134	\$ 30,813	\$ 277,321
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.2.2		Site Construction						
B.2.2	UNIV	Universal Studios				\$ 483,007	\$ 48,301	\$ 434,706
Subtotal for Additional Sites (Amendment No. 30)						\$ 483,007	\$ 48,301	\$ 434,706
ADDITIONAL SITE (AMENDMENT NO. 34)								
B.2.2		Site Construction						
B.2.2	INDWT	Industry Water Tank				\$ 503,314	\$ 50,331	\$ 452,983
Subtotal for Additional Sites (Amendment No. 34)						\$ 503,314	\$ 50,331	\$ 452,983

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable <i>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</i>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 2 <i>(Note 1,2,3,4,5)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITE (AMENDMENT NO. 35)								
B.2.2		Site Construction						
B.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
	Subtotal for Additional Sites (Amendment No. 35)					\$ -	\$ -	\$ -
ADDITIONAL SITE (AMENDMENT NO. 36)								
B.2.2		Site Construction						
B.2.2	SPH	San Pedro Hill				\$ 244,626	\$ 24,463	\$ 220,163
	Subtotal for Additional Sites (Amendment No. 36)					\$ 244,626	\$ 24,463	\$ 220,163
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862

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

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

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

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

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

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
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	ENC+	Encinal+ (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	JKK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP028	FS-28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP056	FS-56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP074	FS-74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP072	FS-72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACFP077	FS-77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP084	FS-84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP091	FS-91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACFP099	FS-99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP149	FS-149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP144	FS-144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP149	FS-149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP157	FS-157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP196	FS-169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFP099	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 <i>(Note 4)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	MFL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MFF	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MFW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ -	\$ 30,352	\$ -	\$ 649,741	\$ 64,974	\$ 584,767
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852

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
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	\$ 98,347	\$ 885,125
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ -	\$ 524,774	\$ 365,910	\$ 297,006	\$ -	\$ 32,899	\$ -	\$ 1,220,589	\$ 122,059	\$ 1,098,530
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	RDNBPD	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	\$ 143,648	\$ 1,292,828
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	\$ 88,177	\$ 793,596
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	LAPDVDC	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	\$ 2,518,068	\$ 28,464,983
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	LACFI36	FS-136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	LA 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
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	BURI	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

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
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	Portshead 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	\$ 99,211	\$ 892,895
Subtotal for Additional Sites (Amendment No. 17)			\$ -	\$ -	\$ 4,976,181	\$ 2,240,058	\$ 1,907,584	\$ -	\$ 795,096	\$ -	\$ 11,626,621	\$ 999,315	\$ 10,627,306
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
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 ^(Note 17)											
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	\$ -	\$ -	\$ 548,134		\$ -	\$ -	\$ 30,252		\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)			\$ -	\$ -	\$ 548,134	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ -	\$ -	\$ -

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
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 <i>(Note 6)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,294	\$ 96,629	\$ 869,664
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,660	\$ 25,466	\$ 229,194
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,626	\$ 25,063	\$ 225,563
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,456,627	\$ 245,663	\$ 2,210,964
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
Total for Phase 3 - Supply LMR System Components:			\$ -	\$ -	\$ 27,470,931	\$ 8,467,301	\$ 8,180,544	\$ -	\$ 2,655,593	\$ -	\$ 60,881,832	\$ 5,057,484	\$ 55,824,349

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.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 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).

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
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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 LACity 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 the 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 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.

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4 (Note 8)	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	ELSGDDPD	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	MTH	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	SWP	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

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4 (Note 8)	10% Holdback Amount	Payable Amount Less 10% Holdback
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		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVC	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	LACF136	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	Portshead 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						

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	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
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	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -			
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 846,284	\$ 84,628	\$ 761,656
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 740,499	\$ 74,050	\$ 666,449
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 634,713	\$ 63,471	\$ 571,242
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 317,357	\$ 31,736	\$ 285,621
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	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
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	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -			
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4 (Note 8)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
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:				\$ -	\$ -	\$ 28,166,156	\$ 2,753,244	\$ 25,412,912

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.

EXHIBIT C.15 - SCHEDULE OF PAYMENTS

LMR SYSTEM DISCOUNTS

Section No. (Exhibit C or Phase)	Description	Discounts (Note 1)
Phase 1 - DISCOUNTS FOR SYSTEM DESIGN		
C.2	Discount for Dropped Sites ^(Note 2)	\$ (363,599)
Phase 3 - DISCOUNTS FOR SUPPLY LMR SYSTEM COMPONENTS		
C.4	Discount for Equipment Purchased in Phase 1 ^(Note 3)	\$ (15,295,521)
Phase 4 - DISCOUNTS FOR LMR SYSTEM IMPLEMENTATION		
C.5	Discount for Services Performed in Phase 1 ^(Note 3)	\$ (765,576)
LMR NMDM (Amendment No. 32)		
C.4	Discount from NMDM ^(Note 4&5)	\$ (210,259)
TOTAL LMR SYSTEM DISCOUNTS		\$ (16,634,955)

Note 1: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

Note 2: Pursuant to Amendment No. 16 effective December 23, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 16 to reflect (a) removal of thirty-one (31) LMR System Sites resulting in credits in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which was 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 reflected in the Whitaker Middle Peak site in Phase 3. Under Amendment No. 27, the remaining Discount balance of \$363,599 was moved from Phase 3 to Phase 1.

Note 3: Pursuant to Amendment No. 3, 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. 3, 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. 3, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

Note 4: Pursuant to Amendment 32, the per site NMDN costs contemplated in Phase 3 and Phase 4 have moved to a single line item in Phase 3 in the amount of \$2,764,123 resulting in an increase to the NMDN Discounts to the amount of \$582,086, which have been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 5: Pursuant to Amendment 39, the Discounts from NMDN costs are reconciled to reflect an increase in the amount of \$1,071, resulting in an increase to the total NMDN Discounts in the amount of \$583,157, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

SCHEDULE OF PAYMENTS
EXHIBIT C.19 - CHANNEL 15 AND CHANNEL 16 INTERFERENCE MITIGATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Task/Measure	Deliverable	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
CHANNEL 15 AND CHANNEL 16 INTERFERENCE MITIGATION					
B.3.11	Revise Coverage Model and Maps:				
B.3.11	UHF Frequency Plan Reanalysis	UHF Frequency Plan Reanalysis	\$ 397,440	\$ -	\$ 397,440
B.3.11	Spectrum Fingerprinting and Noise Floor Monitoring Reanalysis (single iteration only)	Spectrum Fingerprinting and Noise Floor Monitoring Reanalysis (single iteration only)	\$ 126,500	\$ -	\$ 126,500
B.3.11	Noise Floor Coverage Review Based on Noise Floor Monitoring Data	Noise Floor Coverage Review Based on Noise Floor Monitoring Data	\$ 132,480	\$ -	\$ 132,480
B.3.11	Noise Floor Coverage Review Based on Noise Floor Monitoring Data	Credit for work that would have been completed if not stopped by Ch 15 issue	\$ (16,560)	\$ -	\$ (16,560)
B.3.11	Redistribute and Install TV-band Filtering Equipment	Replacement filter hardware equipment	\$ 107,779	\$ -	\$ 107,779
B.3.11	Installer Labor	Installer Labor	\$ 11,500	\$ -	\$ 11,500
B.3.11	Installer Labor	Installer Labor	\$ 11,500	\$ -	\$ 11,500
B.3.11	System Technologist labor	System Technologist labor	\$ 16,284	\$ -	\$ 16,284
B.3.11	System Technologist labor	System Technologist labor	\$ 16,284	\$ -	\$ 16,284
Total for Channel 15 and Channel 16 Interference Mitigation:			\$ 803,207	\$ -	\$ 803,207



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754
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SCOTT EDSON
EXECUTIVE DIRECTOR

August 1, 2019

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

Dear Directors:

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

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to the enclosed documents for the below eight (8) sites and as identified in Enclosure 1. These agreements will allow the sites to be used for the installation, operation and maintenance of its second phase Long Term Evolution (LTE2) System and the Land Mobile Radio (LMR) System, which will provide public safety interoperable communications to the Los Angeles County region. The eight sites and the associated agreements needed, which are presented in substantially similar form to the final documents to be executed, are as follows (enclosed as Enclosure 1):

- (1) -(2) Telecommunications Ground Leases with the California Department of Parks and Recreation (CDPR) for two LMR CDPR owned sites known as Baldwin Hills (BHS) and Green Mountain (GRM);
- (3) SAA with the County of Los Angeles for one LMR site known as Rancho Palos Verdes Tee (RPVT);
- (4) SAA with Michael and Pamela Thomsen for one LTE2 site known as Thomsen Communication Site (THOMSEN);
- (5) SAA with the City of Inglewood for one LTE2 site known as Inglewood Police Station (IGPD);
- (6) SAA with the City of Irwindale for one LTE2 site known as Irwindale Police Department (IRWDPD);

AGENDA ITEM J

(7) SAA resulting from the Term Sheet with the County of Los Angeles for one LTE2 site known as Scholl Canyon (SCHCYN); and

(8) SAA with Sanitation Districts of Los Angeles County for one LMR site known as Rio Hondo (RIH) (also known as "Puente Hills").

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find the approval and execution of the Telecommunication Ground Lease with CDPD for the Baldwin Hills (BHS) site which would allow construction, implementation, operation and maintenance of the LMR System infrastructure at this site is within the scope of the activities previously authorized at this site on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and that leased circuit work that may occur outside of Site BHS needed to provide network connectivity to the LMR System sites, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Find the approval and execution of the Telecommunication Ground Lease with CDPD for the Green Mountain (GRM) site, and the Site Access Agreement (SAA) with Sanitations Districts of Los Angeles County for the Rio Hondo (RIH) site are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
3. Find the approval and execution of the SAA for Rancho Palos Verdes Tee (RPVT) with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LMR System at this site are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project and the determination that these activities are exempt from CEQA remains unchanged.

4. Find the approval and execution of the SAA with Michael and Pamela Thomsen for the THOMSEN site; and the SAAs with Cities of Inglewood and Irwindale for the IGPD and IRWDPD sites, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure are incorporated into the FirstNet National Public Safety Broadband Network (NPSBN) at these sites are within the scope of activities previously authorized on January 24, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs. § 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
5. Find the approval of the SAA resulting from the Term Sheet for the Scholl Canyon (SCHCYN) site and resulting negotiations and execution of a resulting SAA with the County of Los Angeles, Sanitation Districts of Los Angeles County and any other entity that may be needed for SCHCYN to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
6. Authorize the Executive Director to finalize and execute the eight (8) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Telecommunications Ground Leases and SAAs for the use of specific sites by the Authority for LMR and/or Long Term Evolution ("LTE") broadband communication sites. With respect to LMR and LTE2 discussions and negotiations with the CDPR, Michael and Pamela Thomsen, cities of Inglewood and Irwindale, County of Los Angeles and Sanitation Districts of Los Angeles County, this has resulted in the attached Telecommunications Ground Leases, SAAs and a Term Sheet, Enclosure 2.

Entering into the proposed Telecommunications Ground Leases and SAAs with the CDPR, Michael and Pamela Thomsen, cities of Inglewood and Irwindale, County of Los Angeles and Sanitation Districts of Los Angeles County, would provide the Authority with licenses or sublicenses to use a portion of the parties owned or leased property for use as LMR and LTE2 communication sites. These licensed sites would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair LMR and LTE2 communications facilities. Sites BHS, GRM, RIH, and RPVT are needed for the LMR System. Sites THOMSEN, IGPD, IRWDPD and SCHCYN are needed for the LTE2 System.

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

A brief summary of similar relevant provisions with the CDPR, Michael and Pamela Thomsen, Cities of Inglewood and Irwindale, County of Los Angeles and Sanitation Districts of Los Angeles County follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
California Department of Parks and Recreation (BHS & GRM)	2	15 years	Gratis	Exempt	Waived
Michael and Pamela Thomsen (THOMSEN)	1	3 years	Gratis	Exempt	Waived
City of Inglewood (IGPD)	1	3 years	Gratis	Exempt	Waived
City of Irwindale (IRWDPD)	1	3 years	Gratis	Exempt	Waived
County of Los Angeles (RPVT & SCHCYN)	2	Unlimited for RPVT 3 years for SCHCYN	Gratis	Exempt	Waived
Sanitation Districts of Los Angeles County (RIH)	1	15 years	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LMR and LTE2 System Sites would allow for greater frequency flexibility and would increase radio and broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE2 infrastructure at THOMSEN, IGPD, IRWDPD and SCHCYN sites will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the First Responder Network Authority (FirstNet) National Public Safety

AGENDA ITEM J

Broadband Network (NPSBN). With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

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

ENVIRONMENTAL DOCUMENTATION

Site BHS

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

Sites GRM and RIH

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

Site RPVT

As the CEQA lead agency, the Authority previously determined on July 11, 2019, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at Site RPVT are exempt from review under CEQA pursuant to 14 Cal. Code Regs §§ 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 proposed at this 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); and (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). 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, at Site RPVT, the LMR project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Sites THOMSEN, IGPD and IRWDPD

As the CEQA lead agency, the Authority previously determined on January 24, 2019, the design, construction, implementation, operation and maintenance of the three LTE2 sites (THOMSEN, IGPD and IRWDPD) 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.

Site THOMSEN

For Site THOMSEN, this site is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15303 and 15304. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of 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 (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).. 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, at Site THOMSEN, the LTE2 project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Site IGPD

For Site IGPD, this site is exempt pursuant to CEQA Guideline sections 15301, 15303, 15304 and 15332. This determination was based on a detailed analysis of this site, available in the Authority's files, which demonstrates that the communication equipment 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 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); (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); and/or (4) 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, at Site IGPD, the LTE2 project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Site IRWDPD

For Site IRWDPD, this site is exempt pursuant to CEQA Guideline section 15332. This determination was based on a detailed analysis of this site, available in the Authority's files, which demonstrates that the communication equipment proposed at the site qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at the site triggers any applicable exception to this categorical exemption. (Guidelines § 15300.2.)

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

Site SCHCYN

As the CEQA lead agency, the Authority previously determined on July 11, 2019, the design, construction, implementation, operation and maintenance of Site SCHCYN at which LTE2 System infrastructure may be installed categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§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 this 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, at Site IGPD, the LTE2 project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section

65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

The LMR System work at RPVT and LTE2 System work at sites THOMSEN, IGPD, IRWDPD and SCHCYN are undergoing parallel federal environmental review under the National Environmental Protection Act (NEPA).

Upon the Board's approval of the recommended actions, the Authority will file Notices of Exemption with the County Clerk for the Telecommunications Ground Lease for site BHS and SAAs for RPVT, THOMSEN, IGPD, IRWDPD and the Term Sheet for SAA for SCHCYN in accordance with Section 15062 of the State CEQA Guidelines and will file a Notice of Determination with the County Clerk for the Telecommunications Ground Lease for sites GRM and SAA for RIH pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 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

TELECOMMUNICATIONS GROUND LEASE

Location of Leased Area:

**BALDWIN HILLS-KENNETH HAHN SRA
LOS ANGELES COUNTY****LEASE NO.: L-2858**

Agency:

DEPARTMENT OF PARKS AND RECREATION**LESSEE: THE LOS ANGELES
REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY (LA-RICS)**

This **LEASE (LEASE)**, dated for reference purposes only _____, 2018, is made by and between the State of California, at the direction and with the consent of the **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (CDPR)**, acting by and through the Director of the **DEPARTMENT OF GENERAL SERVICES (DGS)**, hereinafter collectively referred to as "**STATE**", and **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (LA-RICS)**, hereinafter referred to as "**LESSEE**". **STATE** and **LESSEE** may also be referred to as "**PARTY**" or "**PARTIES**".

RECITALS

WHEREAS, the LA-RICS 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, pursuant to Section 14666.8(c)(2) of the Government Code, the Department of General Services, on behalf of the State, may negotiate and enter into an agreement to lease department-managed and state-owned real property to any provider of wireless telecommunications services for location of its facilities for an initial term not to exceed ten (10) years, and the lease may provide for a negotiated number of renewal terms, not to exceed five years for each term; and

WHEREAS, CDPR has under its jurisdiction and control certain real property in the County of Los Angeles, State of California, commonly referred to as Baldwin Hills – Kenneth Hahn State Recreational Area (SRA); and

WHEREAS, LESSEE desires to enter into a ground lease with STATE to make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to a telecommunications facility on State-owned property within (SRA); and

WHEREAS, the PARTIES hereto acknowledge that LESSEE has retained Motorola Solutions, Inc. (LMR VENDOR) to design, construct, and perform services with respect to a regional interoperable Land Mobile Radio (LMR) telecommunications system; and

WHEREAS, any of the LESSEE's member agencies may assume the LESSEE's rights and obligations under this LEASE and/or may perform services with respect to this LEASE; and **WHEREAS**, it is in the best interests of STATE that this LEASE, to be consummated between STATE and LESSEE.

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

Section 1: Site Specific Provisions

Section 2: Telecom Specific Provisions
Section 3: Standard Provisions

DRAFT

SECTION 1 –SITE SPECIFIC PROVISIONS**WITNESSETH:****PROPERTY
DESCRIPTION**

1. STATE does hereby LEASE to LESSEE, and LESSEE does hereby hire from STATE, a parcel of land, approximately 2,500 square feet, hereafter referred to as "LEASED AREA". The LEASED AREA is located within the Baldwin Hills-Kenneth Hahn SRA, County of Los Angeles, State of California, as referenced in Exhibit "A", attached hereto and by this reference incorporated herein, together with access to serve the LEASED AREA, and more particularly described as follows:

LESSEE's LMR Facilities: a vacant portion of land, consisting of approximately 650 square foot equipment shelter, 650 square foot generator enclosure and 120' Telecommunications tower.

The LESSEE (and/or its member agencies, the LMR VENDOR, and/or other agents) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LESSEE's LMR communications system, which development plan typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements as follows:

- New LMR CMU Equipment Shelter (approx. 24' x 24')
- New LMR Indoor RF Racks (9), DC Rack (1), Battery Racks (2) & Future Racks (5)
- New GPS antennas (6) mounted to Shelter
- New 120 foot tall self-supporting Tower
- New LMR (15) Antennas
- Relocated LMR (10) Antennas
- New LMR (3) Microwave Dishes
- New LMR Diesel Fuel Tank and Generator with CMU wall enclosure

The development plan is further described in LESSEE's "RADIO VAULT SPACE APPLICATION" (State Form TD-311) dated _____ and approved by California Office of Emergency Services (CAL OES), effective _____. LESSEE shall submit a new RADIO VAULT SPACE APPLICATION and associated fees at the time of any additional equipment installation or any modification of equipment as outlined in Section 1, Item 12, Improvements & modifications; Section 2, Item 3, Fees Assessed Lessee For Changes and Section 3, Item 2, LEASE Modification Fees. Said "TD-311 APPLICATION", complete with attachments and approval documentation by CAL OES is available upon request.

(b) **Utility Easements:** Nonexclusive underground utility easements from LESSEE's leased area to a multi meter transformer, providing such underground connections do not conflict with the State's ongoing operations.

(c) **Access:** The LESSEE (and/or its member agencies, the LMR VENDOR, and/or other agents) shall be allowed access over, through and across the SRA, or other necessary space, and/or private access roads, and shall be granted an easements for ingress to and egress from the LEASED AREA, 24 hours per day,

SECTION 1 –SITE SPECIFIC PROVISIONS

7 days per week, without notice to STATE. LESSEE has Non-exclusive right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for LESSEE's use upon written approval of the STATE.

USE

2. The sole purpose of this LEASE is to allow the LESSEE to use the LEASED AREA for the installation, construction, maintenance, operation, and repair of a LMR facility.

(a) The LEASED AREA shall be used during the term hereof solely and only for the purpose of installing, constructing, maintaining, operating, repairing, replacing and upgrading a telecommunications facility and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this LEASE.

(b) LESSEE may use the LEASED AREA for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the LEASED AREA, as well as the right to test, survey and review title on the Property; LESSEE further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services pursuant to a newly approved TD-311 and associated fee.

(c) LESSEE shall at its sole cost and expense, comply with all requirements of Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the LEASED AREA.

(d) LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE or its political subdivisions, or STATE's sublessee located on the LEASED AREA. Notwithstanding the foregoing or any language to the contrary contained herein, the STATE or the STATE's licensee shall solely be responsible to maintain, at its sole cost and expense, the equipment installed by the STATE or the STATE's licensee under the STATE's TOWER RIGHTS found in Paragraph 2(e) below.

(e) STATE shall have the exclusive right, to use all space on the telecom tower located 40' to 60' for itself or to lease or license the use of such space to a third party ("STATE's TOWER RIGHTS"). STATE's use of STATE's TOWER RIGHTS' space shall be determined in the sole discretion of STATE, provided the below requirements within this Section 2e are met.

STATE shall submit any proposed usage by STATE, or third party lease or license, to the LESSEE for review and approval prior to making use of the LESSEE'S telecommunications pole or entering into such lease or license;

SECTION 1 –SITE SPECIFIC PROVISIONS

provided such approval shall not be unreasonably withheld, conditioned or delayed. In the event LESSEE agrees that if it has not approved or denied STATE's proposed lease or license within thirty (30) calendar days, such proposed lease or license will be deemed approved. Any proposal by STATE shall be required to pass intermodal, structural, and CD's review. The parties shall endeavor to find terms mutually agreeable to both STATE and LESSEE for such lease or license. Such lease or license shall specifically include: (a) a provision that the STATE'S use or the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this LEASE, (b) a requirement that the STATE'S or any third party use of LESSEE'S telecommunications pole shall not interfere with LESSEE'S use of the LA-RICS Facility or its operations, (c) and that the lessee or licensee shall follow 'house rules' including but not limited to: picking up their trash, not playing loud music, calling the NOC prior to access, locking the doors and gates behind them, etc. In accepting this agreement, LA-RICS stipulates that any FCC-compliant equipment, in licensed or unlicensed bands, operating within design standards and in compliance with service rules as published in Title 47 of the US Code of Federal Regulations, then in effect, to be non-interfering, unless shown by professionally conducted RF engineering study to be in violation. The parties agree that any revenues generated by STATE'S use or such third party leases or licenses by STATE shall be retained by STATE, except for a fee in an amount calculated to compensate LESSEE for its administrative and other costs associated with approval of the lease or license.

TERM

3. (a) The Initial Term of this LEASE shall be for fifteen (15) years, commencing on the date of _____, (hereinafter referred to as COMMENCEMENT DATE), which is the date LESSEE first occupies all or any portion of the LEASED AREA for the operation of its business. The term shall end _____, unless modified by the aforementioned Exhibit.
- (b) LESSEE shall have four (4) successive options to extend the Term of the LEASE. Each term shall be for a period of five (5) years each. If fully extended, the last term will terminate _____.
- (c) Unless Lessee gives prior written notice within sixty (60) days of the end of a five (5) year option period that it will **not** exercise its option, the LEASE will automatically extend for an additional five (5) years.
- (d) All other provisions of the LEASE shall remain the same.

OWNERSHIP

4. Ownership of all improvements constructed by LESSEE or LMR VENDOR upon each and every site comprising the LEASED AREA and all alterations, additions or betterments thereto shall remain with LESSEE or other agencies as may be provided by any applicable LA-RICS grant requirements. The LESSEE may remove any of its own improvements to the LEASED AREA at any time, entirely

SECTION 1 –SITE SPECIFIC PROVISIONS

at its own cost, during the term of this LEASE, and STATE hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

**RENT
PAYMENTS**

5. The LEASED AREA shall be leased to LESSEE on a gratis basis, subject to LESSEE granting STATE specific use of the LEASED AREA as specified in Paragraph 2(e) above.

**ROAD
MAINTENANCE**

6. (a) LESSEE, LESSEE's Sublessees, and LMR VENDOR shall at all times during the term of this LEASE have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the LEASED AREA, 24 hours a day, 7 days a week.

Should LESSEE's aforementioned access be unavailable for any reason, STATE agrees to work diligently with LESSEE to provide pedestrian and vehicular ingress, egress, and access to and from the LEASED AREA.

(b) Notwithstanding road access limitations and/or any associated fees for such access pursuant to Section 2, Clause 1, "ROAD ACCESS AND FEES", road maintenance fees are separately payable to CDPR. CDPR shall provide routine road maintenance on the access road to the LEASED AREA. LESSEE hereby agrees to pay its reasonable proportionate share of such maintenance costs within thirty (30) days of receipt of an invoice from the CDPR. Notwithstanding the foregoing, the LESSEE's financial burden pursuant to this section shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00) per assessment.

LESSEE's road maintenance payments shall display STATE's LEASE NUMBER L-2858 and shall be remitted as follows:

California Department of Parks and Recreation
Baldwin Hills-Kenneth Hahn SRA
1925 Las Virgenes
Calabasas, CA 91302
Telephone: (818) 880-0396

**HOLDING OVER
& LEASE
RENEWAL**

7. With the exception of the four (4) lease extension option periods described in Clause 3 of this LEASE, any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this LEASE. The occupancy of the LEASED AREA after the expiration or termination of this LEASE shall constitute a month to month tenancy, and all other terms and conditions of this LEASE shall continue in full force and effect.

UTILITIES

8. STATE makes no guarantee as to the availability or reliability of utilities available to the LEASED AREA. LESSEE shall have the right to draw electricity and other utilities from the existing utilities on the LEASED AREA. LESSEE shall pay for the electricity it consumes in its operations as measured by separate meter. The cost of any such meter and installation, maintenance, repair thereof, and power usage shall be paid for by LESSEE. STATE will invoice and LESSEE shall reimburse STATE monthly for utilities.

SECTION 1 –SITE SPECIFIC PROVISIONS**NOTICES**

9. (a) All notices or other communications required or permitted hereunder shall be in writing with LEASE NUMBER L-2858 prominently displayed, and shall be sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day. 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.

LESSEE: THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

STATE: DEPARTMENT OF PARKS AND RECREATION
Angeles District
1925 Las Virgenes
Calabasas, CA 91302
Telephone: (818) 880-0396

With Copies to: DEPARTMENT OF PARKS AND RECREATION
Acquisition and Real Property Services
One Capitol Mall, Suite 410
Sacramento, CA 95814
Telephone: (916) 327-7300

**With Copies to: DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION**
P. O. Box 989052
West Sacramento, CA 95798-9052
Phone: (916) 375-4025

**CONSTRUCTION
OF
IMPROVEMENTS**

10. (a) LESSEE and/or LMR VENDOR shall construct at its sole cost and expense the improvements as described in Exhibit "C", which may include a gated fence surrounding the LEASED AREA. While constructing improvements, LESSEE and/or LMR VENDOR shall not materially deviate from the final stamped plans without first obtaining written approval from STATE. Before commencement of any subsequent alterations to the LEASED AREA, LESSEE and/or LMR VENDOR shall submit plans and specifications to STATE for STATE's written approval, which approval shall not be unreasonably withheld or delayed. All improvements set forth in the final plans shall be completed in a lawful manner and in conformity with all applicable laws, ordinances and regulations.
- (b) LESSEE shall keep the LEASED AREA free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE and shall indemnify, hold harmless and defend STATE and the State of California from any such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of LESSEE or contractors of LESSEE.

SECTION 1 –SITE SPECIFIC PROVISIONS

LESSEE shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien, STATE shall have the right at all times to post and keep posted on the LEASED AREA any notices permitted or required by law or that STATE deems proper for its protection, and the protection of the LEASED AREA from liens.

Notice is hereby given that STATE shall not be liable for any work or materials furnished to LESSEE on credit and no mechanic's or other lien for any such work or materials shall attach to or affect STATE's interest in the LEASED AREA based on any work or material supplied to LESSEE or anybody claiming through LESSEE.

(c) Prior to the commencement of construction of the improvements described above, LMR VENDOR shall furnish STATE a payment and performance bond of a surety corporation licensed to transact business by the State of California, the purpose of which is to assure the timely completion of such improvements in a form satisfactory to STATE, in a sum not less than one hundred percent (100%) of the total contract cost of construction of such improvements, guaranteeing the payment for all materials, provisions provided, supplies and equipment used in, upon, for or about the performance of said work.

(d) LESSEE agrees to keep LESSEE'S improvements in good order and condition at its own expense. LESSEE does hereby waive all rights to make repairs at the expense of STATE as provided in Section 1942 of the Civil Code, and all rights provided for by Section 1941 of said Civil Code.

(e) Nothing in these paragraphs or this LEASE shall be construed to permit LESSEE to undertake any alterations, additions or improvements, including any additional communication or utility services to the LEASED AREA, or any part thereof, without first obtaining STATE's prior written consent, which consent shall not be unreasonably conditioned, delayed, or denied..

**IMPROVEMENTS
&
MODIFICATIONS**

11. (a) LESSEE at its sole cost and expense may, subject to the provisions of Section 2, Paragraph 3 ("FEES ASSESSED LESSEE FOR CHANGES") hereof, from time to time during its tenancy of the LEASED AREA:

(b) Connect wires and equipment to lines adjoining the LEASED AREA. All work done by LESSEE and/or LMR VENDOR on the LEASED AREA shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, provided such improvement or installation has been completed prior to the COMMENCEMENT DATE, and provided further that the LEASED AREA shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

**IMPROVEMENTS
&
MODIFICATIONS
(CONT.)**

(c) Furnish, install and use in, upon, and under, and remove from the LEASED AREA such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary consistent with the purpose of this LEASE as set forth in "USE" Section hereof, including without limitation utility lines running over,

SECTION 1 –SITE SPECIFIC PROVISIONS

across or under STATE's property to service the LEASED AREA, in locations reasonably acceptable to STATE.

(d) In making any excavation and/or installation of equipment on the LEASED AREA and/or easement areas, LESSEE and/or LMR VENDOR shall make the same in such commercially reasonable manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable. In no event shall LESSEE be obligated to remove or remediate any pre-existing hazardous substance disturbed by LESSEE's excavation.

(e) Improve the LEASED AREA in a manner consistent with the purposes of this LEASE as set forth in "USE" Section hereof, including but not limited to the installation, construction, maintenance, operation, repair, replacement and upgrade of said communication equipment in accordance with the provisions of this LEASE, and provided further that plans for the construction or enlargement of the tower and/or the base unit/equipment shelter will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE, which approval shall not be unreasonably conditioned, delayed, or denied. Such approval by STATE will not constitute approval of any communication equipment installed or to be installed by LESSEE and/or LMR VENDOR, and will not relieve LESSEE of the obligation of complying with any and all terms and conditions of this LEASE; LESSEE shall notify the STATE thirty (30) days prior to the actual construction.

SIGNAGE

12. LESSEE shall have the right to install and maintain identifying signs or other signs required by any governmental authority on or about the LEASED AREA, including any access road to the LEASED AREA.

TRANSITION PLAN

13. Within one hundred twenty (120) days of the termination of this LEASE, for any reason herein the parties agree to work in good faith, cooperatively and diligently, to implement LESSEE's Transition Plan, if any, for smooth transfer of operations and services and to transition tenant occupancy and site operations to LESSEE's successor. LESSEE's Transition Plan will include, but not limited to, a current equipment inventory list, a current vault and tower map, a current site map and current tenant role with current contact information for each Sublessee.

EMERGENCY CONTACT

14. LESSEE is required to provide a 24-hour contact name and telephone number to the Angeles District Superintendent, Angeles District Office, 1925 Las Virgenes, Calabasas, CA 91302 for use in the event of an emergency. Emergency contact number for CDPR within Angeles District Office is: (818) 880-0396.

END OF SECTION 1

THIS AREA INTENTIONALLY LEFT BLANK

SECTION 1 –SITE SPECIFIC PROVISIONS

DRAFT

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. ROAD ACCESS AND FEES.

LESSEE agrees to the following terms and conditions regarding the use of said access road.

(a) LESSEE and LESSEE's Sublessees shall exercise their right personally or through their authorized agents, employees, or contractors whenever it is necessary.

(b) LESSEE and LESSEE's Sublessees shall use said road at their sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use.

(c) If applicable, LESSEE agrees to pay, within thirty (30) days of notice by STATE, its proportionate share of any road access fees that may be assessed upon STATE by the owner of the road. Refer to prior Section 1, "Road Maintenance" for information.

2. CHANGE IN EQUIPMENT.

LESSEE shall not cause or permit any change of any equipment installed by LESSEE in the LEASED AREA, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to STATE for each such transaction and then to obtain STATE's prior written consent, which consent shall not be unreasonably conditioned, delayed, or denied.

STATE agrees that LESSEE shall have the right to add or change frequencies used on the LEASED AREA as long as (a): such use complies with applicable laws and a new TD-311 application is submitted, (b): is in compliance with the non-interference terms of Section 2, Paragraph 5 of this LEASE, and (c): LESSEE's facilities related to the addition or change in frequencies remain within the LEASED AREA.

3. TECHNICAL ANALYSIS FEES.

Any change in LESSEE's approved communication equipment requires technical approval from Office of Emergency Services (OES)(not including "like-kind" replacements), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 5 of this Section 2. To initiate approval for a change or modification of equipment, LESSEE

must first contact STATE to obtain a current TD-311 APPLICATION form. LESSEE must comply with the terms of the TD-311 including payment of all fees for the technical analysis and administrative fees.

4. ELECTRONIC EQUIPMENT STANDARDS.

With regard to statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. LESSEE shall display on each piece of equipment the emergency contact information.

5. ELIMINATION OF INTERFERENCE.

(a) In the event LESSEE's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any pre-existing tenant at the STATE's facility, LESSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State provided said STATE and/or preexisting tenant equipment is operating properly and compliant with its FCC license, if applicable. In the event of LESSEE's inability or refusal to within a reasonable period of time cease such interference, STATE may at its option, immediately terminate this LEASE and evict LESSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at STATE's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LESSEE by a qualified technical person representing LESSEE and a representative designated by STATE.

If the test is satisfactory to both the technical person and STATE representative, a certification of such test signed by the technical person and

STATE representative will be forwarded to STATE at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by STATE to conduct compatibility testing will be reimbursed to STATE by LESSEE within thirty (30) days of the receipt of a bill from STATE.

(c) Any interference with STATE's electronic equipment during an emergency incident will require immediate cessation of operation,

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

transmission or further use of LESSEE's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of LEASE and eviction of LESSEE.

6. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the STATE, and be satisfactory to STATE.

7. DISPOSITION OF LESSEE'S IMPROVEMENTS.

(a) During the term of this LEASE, all wires, equipment, and other personal property placed in, upon, or under the LEASED AREA by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration or earlier termination of LESSEE's tenancy.

(b) Should LESSEE fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the LEASE, STATE may do so at the risk of LESSEE. Upon written demand by STATE,

LESSEE shall pay all costs and expenses of the removal of LESSEE's personal property and equipment, within thirty (30) days of receipt of invoice.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

8. LESSEE GUARANTEES.

LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at STATE's facilities. Should the interruption or failure of STATE's existing computer or building support systems occur due to, or in any way be connected with LESSEE's installation and/or maintenance of LESSEE's equipment, all costs to repair or replace STATE's existing systems will be the sole responsibility of LESSEE.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS.

The parties agree that Lessee's ability to use the LEASED AREA is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE will cooperate with Lessee at no expense to STATE, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this LEASE. Notice of LESSEE's exercise of its right to terminate shall be given to STATE, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by STATE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each PARTY to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to STATE.

2. DEFAULT.

In the event of a breach of any of the terms, covenants or conditions herein contained on the part of LESSEE or STATE to be kept and performed, and if such default continues for a period of sixty (60) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this LEASE may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a default may not be reasonably cured within such sixty (60) day period and the defaulting party commences to cure such default within the sixty (60) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties.

3. COMPLIANCE WITH LAWS.

LESSEE shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the LEASED AREA and use of the LEASED AREA as provided by this LEASE.

4. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this LEASE provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof within of thirty (30) days of receipt of written invoice.

5. ASSIGNMENT, SUBLET, CHANGE IN USE.

LESSEE shall not transfer or assign ("assign") shall include any transfer of any ownership interest in the LEASE by LESSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LESSEE, its partner or principal) this LEASE, and shall not sublet, license, permit or suffer any use of the LEASED AREA or any part thereof, or lease space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of the STATE, which consent shall not be unreasonably withheld or delayed.

All subleases shall automatically terminate upon the expiration or earlier termination of this LEASE. Except as provided in this Clause, LESSEE shall not assign or transfer this LEASE, or sublet any portion of the LEASED AREA, without first obtaining the written consent of the STATE, which consent shall not be unreasonably withheld.

6. RIGHTS RESERVED BY STATE.

(a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, sidewalks, to grant easements over, across, upon and under said real property, and the continuous

SECTION 3 – STANDARD PROVISIONS

right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in STATE's building or on said facility.

7. PROHIBITED USES.

LESSEE shall not commit, suffer or permit any waste or nuisance on the LEASED AREA or on STATE property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the LEASED AREA for any illegal purposes. No dumping or refuse by LESSEE is permitted at the LEASED AREA. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by STATE.

LESSEE agrees that it shall at all times exercise due diligence in the protection of the LEASED AREA and the STATE'S property against damage or destruction by fire or other cause.

8. FIRE AND CASUALTY DAMAGES.

STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this LEASE insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

9. ACTS OF NATURE.

If any of LESSEE's improvements or equipment is destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

10. HAZARDOUS SUBSTANCE.

LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this LEASE pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event STATE or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of LESSEE's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

11. CONDITION OF LEASED AREA.

(a) LESSEE is aware of the current condition of the LEASED AREA and accepts the LEASED AREA in "as is" condition. LESSEE accepts the LEASED AREA as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this LEASE, to surrender up to STATE the LEASED AREA, with any appurtenances or improvements therein, subject to grant restriction, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) LESSEE shall not call on STATE to make any repairs or improvements on the LEASED AREA and LESSEE shall keep the same in good order and condition at its own expense.

12. TAXES AND ASSESSMENTS.

SECTION 3 – STANDARD PROVISIONS

LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this LEASE. It is understood that this LEASE may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

13. VACATING THE LEASED AREA.

LESSEE shall, on the last day of said term or sooner termination of this LEASE, peaceably and quietly leave, surrender, and yield up to STATE, the LEASED AREA in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

LESSEE will schedule and perform a walkthrough with the Park District Manager to be sure the LEASED AREA is left in acceptable condition.

14. NON-DISCRIMINATION.

(a) In the performance of this LEASE, LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this

LEASE by reference and made a part thereof as if set forth in full.

LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) STATE will have the right to terminate this LEASE and any loss or damage sustained by STATE by reason thereof will be borne and paid for by LESSEE.

15. INSURANCE.

LESSEE shall furnish STATE a certificate of insurance with STATE's LEASE Number (**L-2858**) indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually

for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of LEASED AREA, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

SECTION 3 – STANDARD PROVISIONS

The policy must include State of California (as LA-RICS site lessors and licensors) and as additional insureds, but only insofar as the operations under the LEASE are concerned.

AUTOMOBILE LIABILITY

LESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

LESSEE shall require contractors or subcontractors to maintain Insurance appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

LESSEE shall require contractors or subcontractors to maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the LEASE, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

- a. Insurance Companies must be rated at least A Minus VII by AM Best.
- b. LESSEE shall provide STATE with a certificate of insurance in place providing coverage for General Liability, within thirty (30) days after each insurance policy renewal.
- c. Coverage needs to be in-force for complete term of this LEASE. If insurance expires during the term of the LEASE, a new certificate must be received by the STATE within thirty (30) days of the expiration date of the existing policy.

The new insurance must still meet the terms of the original contract.

- d. Insurance policies shall contain a provision that coverage will not be cancelled without thirty

(30) days prior written notice to the STATE.

e. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it

may have, terminate this LEASE upon the occurrence of such event, subject to the provisions of this LEASE.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE, as it relates to LESSEE's operations.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE. If, at any time after the execution of this LEASE, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

16. HOLD HARMLESS INDEMNIFICATION.

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

STATE agrees to indemnify, defend, save and hold harmless LESSEE and its member agencies, agents, elected and appointed officers,

SECTION 3 – STANDARD PROVISIONS

employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of STATE and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of STATE's obligations hereunder.

17. LOSSES.

STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery, unless said losses or damage to personal property was cause by STATE, its agents, sublicensees, invitees, guests, elected and appointed officers, and/or employees.

18. DEBT LIABILITY DISCLAIMER.

STATE, including but not limited to STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assignees. STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by LESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of LESSEE. STATE has no obligation to defend or undertake the defense on behalf of LESSEE or its heirs, successors or assignees.

19. RELOCATION.

(a) In the event that STATE terminates this LEASE pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the LEASE be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this LEASE, is permitted, LESSEE shall incorporate this Paragraph into the sublease.

Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

(c) Notwithstanding the foregoing paragraph, in the event STATE determines during the term of the lease that the LEASED AREA will interfere with planned operations and construction of STATE facilities, then STATE shall have the right, upon no less than ninety (90) days written notice to LESSEE, prior to the commencement of any construction implementing STATE's development plans, to relocate LESSEE's LEASED AREA as defined in the LEASE. In such case, STATE shall be responsible to reasonably coordinate with LESSEE in connection with the relocation of the LEASED AREA to a new location within the property of STATE, LESSEE's service will not be interrupted, and LESSEE shall have the right to place a temporary communications site and antenna structure on the property at a mutually agreed upon location during any such relocation; provided that the relocation site: (i) is substantially similar to LESSEE's current LEASED AREA in size, (ii) is compatible with LESSEE's use pursuant to Section 2 hereof, (iii) does not materially interfere with any portion of the LMR Facility or equipment, and (iv) allows for substantially similar coverage area as the LMR Facility being relocated. For any relocation found under this Paragraph the State shall pay all costs incurred by LESSEE for relocating LESSEE's LMR Facility and equipment.

20. SMOKING RESTRICTIONS.

Smoking is not allowed in or upon the LEASED AREA. LESSEE will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

21. RECORDING.

LESSEE shall not record this LEASE or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.

22. AUTHORITY TO CONTRACT.

If LESSEE is a public, private or non-profit corporation, each individual executing this

SECTION 3 – STANDARD PROVISIONS

LEASE on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this LEASE on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this LEASE is binding upon said Board of Directors in accordance with its terms.

23. PARTNERSHIP DISCLAIMER.

LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

24. CEQA.

Any physical changes made to the improvements by LESSEE or its agents shall comply with the California Environmental Quality Act (CEQA).

25. BANKRUPTCY.

In no event shall this LEASE or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this LEASE in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this LEASE or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the LEASED AREA.

26. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this LEASE shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

27. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this LEASE may be terminated and the provisions of the LEASE may be altered, changed, or amended by mutual consent of the parties hereto in writing.

28. FORCE MAJEURE.

If either LESSEE or STATE will be delayed or prevented from the performance of any act

required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this LEASE) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse LESSEE from prompt payment of any taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this LEASE.

29. WAIVER.

If STATE waives the performance of any term, covenant or condition contained in this LEASE, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this LEASE for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this LEASE may only be made by a written document properly signed by an authorized STATE representative.

30. ENTIRE AGREEMENT.

This LEASE and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

31. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this LEASE.

32. SEVERABILITY.

If any term, covenant, condition, or provision of this LEASE or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this LEASE will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

SECTION 3 – STANDARD PROVISIONS

33. SEPARATE COUNTERPARTS.

This LEASE may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this LEASE and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this LEASE, as long as the original signatures will follow in the mail.

34. SUPERSEDEDURE.

This LEASE supersedes and voids any prior license, lease or agreement between STATE and LESSEE identified in this LEASE with regards to the LEASED AREA.

35. BINDING.

The terms of this LEASE and covenants and agreements herein contained shall apply to and

shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

36. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this LEASE.

End of Section 3

IN WITNESS WHEREOF, this LEASE has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA
APPROVED:

**DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES**

LESSEE:

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY (LA-RICS)**
a Joint Power Authority

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

By: _____
[NAME]
[Title]

Date: _____

Date: _____

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

CONSENT:

DEPARTMENT OF PARKS AND
RECREATION

By: _____
KIMBERLEY TSUMURA
Senior Real Estate Officer
State Owned Leasing and Development

By: _____
LIZ MCGUIRK
Chief Deputy Director

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

TELECOMMUNICATIONS GROUND LEASE

Location of Leased Area: GREEN MOUNTAIN
Agency: DEPARTMENT OF PARKS AND RECREATION

LEASE NO.: L-XXXX**LESSEE: THE LOS ANGELES
REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY (LA-RICS)**

This **LEASE (LEASE)**, dated for reference purposes only _____, 2019, is made by and between the State of California, at the direction and with the consent of the **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (CDPR)**, acting by and through the Director of the **DEPARTMENT OF GENERAL SERVICES (DGS)**, hereinafter collectively referred to as "**STATE**", and **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (LA-RICS)**, hereinafter referred to as "**LESSEE**". **STATE** and **LESSEE** may also be referred to as "**PARTY**" or "**PARTIES**".

RECITALS

WHEREAS, the LA-RICS 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, pursuant to Section 14666.8(c)(2) of the Government Code, the Department of General Services, on behalf of the State, may negotiate and enter into an agreement to lease department-managed and state-owned real property to any provider of wireless telecommunications services for location of its facilities for an initial term not to exceed ten (10) years, and the lease may provide for a negotiated number of renewal terms, not to exceed five years for each term; and

WHEREAS, CDPR has under its jurisdiction and control certain real property in the County of Los Angeles, State of California, commonly referred to as Green Mountain; and

WHEREAS, LESSEE desires to enter into a ground lease with STATE to make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to a telecommunications facility on State-owned property within (SRA); and

WHEREAS, the PARTIES hereto acknowledge that LESSEE has retained Motorola Solutions, Inc. (LMR VENDOR) to design, construct, and perform services with respect to a regional interoperable Land Mobile Radio (LMR) telecommunications system; and

WHEREAS, any of the LESSEE's member agencies may assume the LESSEE's rights and obligations under this LEASE and/or may perform services with respect to this LEASE; and **WHEREAS**, it is in the best interests of STATE that this LEASE, to be consummated between STATE and LESSEE.

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions

SECTION 1 –SITE SPECIFIC PROVISIONS**WITNESSETH:****PROPERTY
DESCRIPTION**

1. STATE does hereby LEASE to LESSEE, and LESSEE does hereby hire from STATE, a parcel of land, approximately 2,500 square feet, hereafter referred to as "LEASED AREA". The LEASED AREA is located within the Green Mountain State Recreation Area, County of Los Angeles, State of California, as referenced in Exhibit "A", attached hereto and by this reference incorporated herein, together with access to serve the LEASED AREA, and more particularly described as follows:

LESSEE's LMR Facilities: a vacant portion of land, consisting of approximately 650 square foot equipment shelter, 650 square foot generator enclosure and 120' Telecommunications tower.

The LESSEE (and/or its member agencies, the LMR VENDOR, and/or other agents) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LESSEE's LMR communications system, which development plan typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements as follows:

- New LMR CMU Equipment Shelter (approx. 24' x 24')
- New LMR Indoor RF Racks (9), DC Rack (1), Battery Racks (2) & Future Racks (5)
- New GPS antennas (6) mounted to Shelter
- New 120 foot tall self-supporting Tower
- New LMR (15) Antennas
- Relocated LMR (10) Antennas
- New LMR (3) Microwave Dishes
- New LMR Diesel Fuel Tank and Generator with CMU wall enclosure

The development plan is further described in LESSEE's "RADIO VAULT SPACE APPLICATION" (State Form TD-311) dated _____ and approved by California Office of Emergency Services (CAL OES), effective _____. LESSEE shall submit a new RADIO VAULT SPACE APPLICATION and associated fees at the time of any additional equipment installation or any modification of equipment as outlined in Section 1, Item 12, Improvements & modifications; Section 2, Item 3, Fees Assessed Lessee For Changes and Section 3, Item 2, LEASE Modification Fees. Said "TD-311 APPLICATION", complete with attachments and approval documentation by CAL OES is available upon request.

(b) **Utility Easements:** Nonexclusive underground utility easements from LESSEE's leased area to a multi meter transformer, providing such underground connections do not conflict with the State's ongoing operations.

(c) **Access:** The LESSEE (and/or its member agencies, the LMR VENDOR, and/or other agents) shall be allowed access over, through and across the SRA, or other necessary space, and/or private access roads, and shall be granted an easements for ingress to and egress from the LEASED AREA, 24 hours per day,

SECTION 1 –SITE SPECIFIC PROVISIONS

7 days per week, without notice to STATE. LESSEE has Non-exclusive right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for LESSEE's use upon written approval of the STATE.

USE

2. The sole purpose of this LEASE is to allow the LESSEE to use the LEASED AREA for the installation, construction, maintenance, operation, and repair of a LMR facility.

(a) The LEASED AREA shall be used during the term hereof solely and only for the purpose of installing, constructing, maintaining, operating, repairing, replacing and upgrading a telecommunications facility and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this LEASE.

(b) LESSEE may use the LEASED AREA for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the LEASED AREA, as well as the right to test, survey and review title on the Property; LESSEE further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services pursuant to a newly approved TD-311 and associated fee.

(c) LESSEE shall at its sole cost and expense, comply with all requirements of Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the LEASED AREA.

(d) LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE or its political subdivisions, or STATE's sublessee located on the LEASED AREA. Notwithstanding the foregoing or any language to the contrary contained herein, the STATE or the STATE's licensee shall solely be responsible to maintain, at its sole cost and expense, the equipment installed by the STATE or the STATE's licensee under the STATE's TOWER RIGHTS found in Paragraph 2(e) below.

(e) STATE shall have the exclusive right, to use all space on the telecom tower located 40' to 60' for itself or to lease or license the use of such space to a third party ("STATE's TOWER RIGHTS"). STATE's use of STATE's TOWER RIGHTS' space shall be determined in the sole discretion of STATE, provided the below requirements within this Section 2e are met.

STATE shall submit any proposed usage by STATE, or third party lease or license, to the LESSEE for review and approval prior to making use of the LESSEE'S telecommunications pole or entering into such lease or license;

SECTION 1 –SITE SPECIFIC PROVISIONS

provided such approval shall not be unreasonably withheld, conditioned or delayed. In the event LESSEE agrees that if it has not approved or denied STATE's proposed lease or license within thirty (30) calendar days, such proposed lease or license will be deemed approved. Any proposal by STATE shall be required to pass intermodal, structural, and CD's review. The parties shall endeavor to find terms mutually agreeable to both STATE and LESSEE for such lease or license. Such lease or license shall specifically include: (a) a provision that the STATE'S use or the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this LEASE, (b) a requirement that the STATE'S or any third party use of LESSEE'S telecommunications pole shall not interfere with LESSEE'S use of the LA-RICS Facility or its operations, (c) and that the lessee or licensee shall follow 'house rules' including but not limited to: picking up their trash, not playing loud music, calling the NOC prior to access, locking the doors and gates behind them, etc. In accepting this agreement, LA-RICS stipulates that any FCC-compliant equipment, in licensed or unlicensed bands, operating within design standards and in compliance with service rules as published in Title 47 of the US Code of Federal Regulations, then in effect, to be non-interfering, unless shown by professionally conducted RF engineering study to be in violation. The parties agree that any revenues generated by STATE'S use or such third party leases or licenses by STATE shall be retained by STATE, except for a fee in an amount calculated to compensate LESSEE for its administrative and other costs associated with approval of the lease or license.

TERM

3. (a) The Initial Term of this LEASE shall be for fifteen (15) years, commencing on the date of _____, (hereinafter referred to as COMMENCEMENT DATE), which is the date LESSEE first occupies all or any portion of the LEASED AREA for the operation of its business. The term shall end _____, unless modified by the aforementioned Exhibit.
- (b) LESSEE shall have four (4) successive options to extend the Term of the LEASE. Each term shall be for a period of five (5) years each. If fully extended, the last term will terminate _____.
- (c) Unless Lessee gives prior written notice within sixty (60) days of the end of a five (5) year option period that it will not exercise its option, the LEASE will automatically extend for an additional five (5) years.
- (d) All other provisions of the LEASE shall remain the same.

OWNERSHIP

4. Ownership of all improvements constructed by LESSEE or LMR VENDOR upon each and every site comprising the LEASED AREA and all alterations, additions or betterments thereto shall remain with LESSEE or other agencies as may be provided by any applicable LA-RICS grant requirements. The LESSEE may remove any of its own improvements to the LEASED AREA at any time, entirely

SECTION 1 –SITE SPECIFIC PROVISIONS

at its own cost, during the term of this LEASE, and STATE hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

**RENT
PAYMENTS**

5. The LEASED AREA shall be leased to LESSEE on a gratis basis, subject to LESSEE granting STATE specific use of the LEASED AREA as specified in Paragraph 2(e) above.

**ROAD
MAINTENANCE**

6. (a) LESSEE, LESSEE's Sublessees, and LMR VENDOR shall at all times during the term of this LEASE have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the LEASED AREA, 24 hours a day, 7 days a week.

Should LESSEE's aforementioned access be unavailable for any reason, STATE agrees to work diligently with LESSEE to provide pedestrian and vehicular ingress, egress, and access to and from the LEASED AREA.

(b) Notwithstanding road access limitations and/or any associated fees for such access pursuant to Section 2, Clause 1, "ROAD ACCESS AND FEES", road maintenance fees are separately payable to CDPR. CDPR shall provide routine road maintenance on the access road to the LEASED AREA. LESSEE hereby agrees to pay its reasonable proportionate share of such maintenance costs within thirty (30) days of receipt of an invoice from the CDPR. Notwithstanding the foregoing, the LESSEE's financial burden pursuant to this section shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00) per assessment.

LESSEE's road maintenance payments shall display STATE's LEASE NUMBER L-2858 and shall be remitted as follows:

California Department of Parks and Recreation
Green Mountain State Recreation Area
1925 Las Virgenes
Calabasas, CA 91302
Telephone: (818) 880-0396

**HOLDING OVER
& LEASE
RENEWAL**

7. With the exception of the four (4) lease extension option periods described in Clause 3 of this LEASE, any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this LEASE. The occupancy of the LEASED AREA after the expiration or termination of this LEASE shall constitute a month to month tenancy, and all other terms and conditions of this LEASE shall continue in full force and effect.

UTILITIES

8. STATE makes no guarantee as to the availability or reliability of utilities available to the LEASED AREA. LESSEE shall have the right to draw electricity and other utilities from the existing utilities on the LEASED AREA. LESSEE shall pay for the electricity it consumes in its operations as measured by separate meter. The cost of any such meter and installation, maintenance, repair thereof, and power usage shall be paid for by LESSEE. STATE will invoice and LESSEE shall reimburse STATE monthly for utilities.

SECTION 1 –SITE SPECIFIC PROVISIONS**NOTICES**

9. (a) All notices or other communications required or permitted hereunder shall be in writing with LEASE NUMBER L-2858 prominently displayed, and shall be sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day. 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.

LESSEE: THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

STATE: DEPARTMENT OF PARKS AND RECREATION
Angeles District
1925 Las Virgenes
Calabasas, CA 91302
Telephone: (818) 880-0396

With Copies to: DEPARTMENT OF PARKS AND RECREATION
Acquisition and Real Property Services
One Capitol Mall, Suite 410
Sacramento, CA 95814
Telephone: (916) 327-7300

**With Copies to: DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION**
P. O. Box 989052
West Sacramento, CA 95798-9052
Phone: (916) 375-4025

**CONSTRUCTION
OF
IMPROVEMENTS**

10. (a) LESSEE and/or LMR VENDOR shall construct at its sole cost and expense the improvements as described in Exhibit "C", which may include a gated fence surrounding the LEASED AREA. While constructing improvements, LESSEE and/or LMR VENDOR shall not materially deviate from the final stamped plans without first obtaining written approval from STATE. Before commencement of any subsequent alterations to the LEASED AREA, LESSEE and/or LMR VENDOR shall submit plans and specifications to STATE for STATE's written approval, which approval shall not be unreasonably withheld or delayed. All improvements set forth in the final plans shall be completed in a lawful manner and in conformity with all applicable laws, ordinances and regulations.
- (b) LESSEE shall keep the LEASED AREA free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE and shall indemnify, hold harmless and defend STATE and the State of California from any such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of LESSEE or contractors of LESSEE.

SECTION 1 –SITE SPECIFIC PROVISIONS

LESSEE shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien, STATE shall have the right at all times to post and keep posted on the LEASED AREA any notices permitted or required by law or that STATE deems proper for its protection, and the protection of the LEASED AREA from liens.

Notice is hereby given that STATE shall not be liable for any work or materials furnished to LESSEE on credit and no mechanic's or other lien for any such work or materials shall attach to or affect STATE's interest in the LEASED AREA based on any work or material supplied to LESSEE or anybody claiming through LESSEE.

(c) Prior to the commencement of construction of the improvements described above, LMR VENDOR shall furnish STATE a payment and performance bond of a surety corporation licensed to transact business by the State of California, the purpose of which is to assure the timely completion of such improvements in a form satisfactory to STATE, in a sum not less than one hundred percent (100%) of the total contract cost of construction of such improvements, guaranteeing the payment for all materials, provisions provided, supplies and equipment used in, upon, for or about the performance of said work.

(d) LESSEE agrees to keep LESSEE'S improvements in good order and condition at its own expense. LESSEE does hereby waive all rights to make repairs at the expense of STATE as provided in Section 1942 of the Civil Code, and all rights provided for by Section 1941 of said Civil Code.

(e) Nothing in these paragraphs or this LEASE shall be construed to permit LESSEE to undertake any alterations, additions or improvements, including any additional communication or utility services to the LEASED AREA, or any part thereof, without first obtaining STATE's prior written consent, which consent shall not be unreasonably conditioned, delayed, or denied..

**IMPROVEMENTS
&
MODIFICATIONS**

11. (a) LESSEE at its sole cost and expense may, subject to the provisions of Section 2, Paragraph 3 ("FEES ASSESSED LESSEE FOR CHANGES") hereof, from time to time during its tenancy of the LEASED AREA:

(b) Connect wires and equipment to lines adjoining the LEASED AREA. All work done by LESSEE and/or LMR VENDOR on the LEASED AREA shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, provided such improvement or installation has been completed prior to the COMMENCEMENT DATE, and provided further that the LEASED AREA shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

**IMPROVEMENTS
&
MODIFICATIONS
(CONT.)**

(c) Furnish, install and use in, upon, and under, and remove from the LEASED AREA such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary consistent with the purpose of this LEASE as set forth in "USE" Section hereof, including without limitation utility lines running over,

SECTION 1 –SITE SPECIFIC PROVISIONS

across or under STATE's property to service the LEASED AREA, in locations reasonably acceptable to STATE.

(d) In making any excavation and/or installation of equipment on the LEASED AREA and/or easement areas, LESSEE and/or LMR VENDOR shall make the same in such commercially reasonable manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable. In no event shall LESSEE be obligated to remove or remediate any pre-existing hazardous substance disturbed by LESSEE's excavation.

(e) Improve the LEASED AREA in a manner consistent with the purposes of this LEASE as set forth in "USE" Section hereof, including but not limited to the installation, construction, maintenance, operation, repair, replacement and upgrade of said communication equipment in accordance with the provisions of this LEASE, and provided further that plans for the construction or enlargement of the tower and/or the base unit/equipment shelter will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE, which approval shall not be unreasonably conditioned, delayed, or denied. Such approval by STATE will not constitute approval of any communication equipment installed or to be installed by LESSEE and/or LMR VENDOR, and will not relieve LESSEE of the obligation of complying with any and all terms and conditions of this LEASE; LESSEE shall notify the STATE thirty (30) days prior to the actual construction.

SIGNAGE

12. LESSEE shall have the right to install and maintain identifying signs or other signs required by any governmental authority on or about the LEASED AREA, including any access road to the LEASED AREA.

TRANSITION PLAN

13. Within one hundred twenty (120) days of the termination of this LEASE, for any reason herein the parties agree to work in good faith, cooperatively and diligently, to implement LESSEE's Transition Plan, if any, for smooth transfer of operations and services and to transition tenant occupancy and site operations to LESSEE's successor. LESSEE's Transition Plan will include, but not limited to, a current equipment inventory list, a current vault and tower map, a current site map and current tenant role with current contact information for each Sublessee.

EMERGENCY CONTACT

14. LESSEE is required to provide a 24-hour contact name and telephone number to the Angeles District Superintendent, Angeles District Office, 1925 Las Virgenes, Calabasas, CA 91302 for use in the event of an emergency. Emergency contact number for CDPR within Angeles District Office is: (818) 880-0396.

END OF SECTION 1

THIS AREA INTENTIONALLY LEFT BLANK

SECTION 1 –SITE SPECIFIC PROVISIONS

DRAFT

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. ROAD ACCESS AND FEES.

LESSEE agrees to the following terms and conditions regarding the use of said access road.

(a) LESSEE and LESSEE's Sublessees shall exercise their right personally or through their authorized agents, employees, or contractors whenever it is necessary.

(b) LESSEE and LESSEE's Sublessees shall use said road at their sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use.

(c) If applicable, LESSEE agrees to pay, within thirty (30) days of notice by STATE, its proportionate share of any road access fees that may be assessed upon STATE by the owner of the road. Refer to prior Section 1, "Road Maintenance" for information.

2. CHANGE IN EQUIPMENT.

LESSEE shall not cause or permit any change of any equipment installed by LESSEE in the LEASED AREA, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to STATE for each such transaction and then to obtain STATE's prior written consent, which consent shall not be unreasonably conditioned, delayed, or denied.

STATE agrees that LESSEE shall have the right to add or change frequencies used on the LEASED AREA as long as (a): such use complies with applicable laws and a new TD-311 application is submitted, (b): is in compliance with the non-interference terms of Section 2, Paragraph 5 of this LEASE, and (c): LESSEE's facilities related to the addition or change in frequencies remain within the LEASED AREA.

3. TECHNICAL ANALYSIS FEES.

Any change in LESSEE's approved communication equipment requires technical approval from Office of Emergency Services (OES)(not including "like-kind" replacements), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 5 of this Section 2. To initiate approval for a change or modification of equipment, LESSEE

must first contact STATE to obtain a current TD-311 APPLICATION form. LESSEE must comply with the terms of the TD-311 including payment of all fees for the technical analysis and administrative fees.

4. ELECTRONIC EQUIPMENT STANDARDS.

With regard to statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. LESSEE shall display on each piece of equipment the emergency contact information.

5. ELIMINATION OF INTERFERENCE.

(a) In the event LESSEE's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any pre-existing tenant at the STATE's facility, LESSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State provided said STATE and/or preexisting tenant equipment is operating properly and compliant with its FCC license, if applicable. In the event of LESSEE's inability or refusal to within a reasonable period of time cease such interference, STATE may at its option, immediately terminate this LEASE and evict LESSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at STATE's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LESSEE by a qualified technical person representing LESSEE and a representative designated by STATE.

If the test is satisfactory to both the technical person and STATE representative, a certification of such test signed by the technical person and

STATE representative will be forwarded to STATE at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by STATE to conduct compatibility testing will be reimbursed to STATE by LESSEE within thirty (30) days of the receipt of a bill from STATE.

(c) Any interference with STATE's electronic equipment during an emergency incident will require immediate cessation of operation,

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

transmission or further use of LESSEE's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of LEASE and eviction of LESSEE.

6. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the STATE, and be satisfactory to STATE.

7. DISPOSITION OF LESSEE'S IMPROVEMENTS.

(a) During the term of this LEASE, all wires, equipment, and other personal property placed in, upon, or under the LEASED AREA by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration or earlier termination of LESSEE's tenancy.

(b) Should LESSEE fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the LEASE, STATE may do so at the risk of LESSEE. Upon written demand by STATE,

LESSEE shall pay all costs and expenses of the removal of LESSEE's personal property and equipment, within thirty (30) days of receipt of invoice.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

8. LESSEE GUARANTEES.

LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at STATE's facilities. Should the interruption or failure of STATE's existing computer or building support systems occur due to, or in any way be connected with LESSEE's installation and/or maintenance of LESSEE's equipment, all costs to repair or replace STATE's existing systems will be the sole responsibility of LESSEE.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS.

The parties agree that Lessee's ability to use the LEASED AREA is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE will cooperate with Lessee at no expense to STATE, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this LEASE. Notice of LESSEE's exercise of its right to terminate shall be given to STATE, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by STATE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each PARTY to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to STATE.

2. DEFAULT.

In the event of a breach of any of the terms, covenants or conditions herein contained on the part of LESSEE or STATE to be kept and performed, and if such default continues for a period of sixty (60) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this LEASE may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a default may not be reasonably cured within such sixty (60) day period and the defaulting party commences to cure such default within the sixty (60) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties.

3. COMPLIANCE WITH LAWS.

LESSEE shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the LEASED AREA and use of the LEASED AREA as provided by this LEASE.

4. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this LEASE provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof within of thirty (30) days of receipt of written invoice.

5. ASSIGNMENT, SUBLET, CHANGE IN USE.

LESSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the LEASE by LESSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LESSEE, its partner or principal) this LEASE, and shall not sublet, license, permit or suffer any use of the LEASED AREA or any part thereof, or lease space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of the STATE, which consent shall not be unreasonably withheld or delayed.

All subleases shall automatically terminate upon the expiration or earlier termination of this LEASE. Except as provided in this Clause, LESSEE shall not assign or transfer this LEASE, or sublet any portion of the LEASED AREA, without first obtaining the written consent of the STATE, which consent shall not be unreasonably withheld.

6. RIGHTS RESERVED BY STATE.

(a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, sidewalks, to grant easements over, across, upon and under said real property, and the continuous

SECTION 3 – STANDARD PROVISIONS

right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in STATE's building or on said facility.

7. PROHIBITED USES.

LESSEE shall not commit, suffer or permit any waste or nuisance on the LEASED AREA or on STATE property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the LEASED AREA for any illegal purposes. No dumping or refuse by LESSEE is permitted at the LEASED AREA. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by STATE.

LESSEE agrees that it shall at all times exercise due diligence in the protection of the LEASED AREA and the STATE'S property against damage or destruction by fire or other cause.

8. FIRE AND CASUALTY DAMAGES.

STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this LEASE insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

9. ACTS OF NATURE.

If any of LESSEE's improvements or equipment is destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

10. HAZARDOUS SUBSTANCE.

LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this LEASE pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event STATE or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of LESSEE's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

11. CONDITION OF LEASED AREA.

(a) LESSEE is aware of the current condition of the LEASED AREA and accepts the LEASED AREA in "as is" condition. LESSEE accepts the LEASED AREA as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this LEASE, to surrender up to STATE the LEASED AREA, with any appurtenances or improvements therein, subject to grant restriction, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) LESSEE shall not call on STATE to make any repairs or improvements on the LEASED AREA and LESSEE shall keep the same in good order and condition at its own expense.

12. TAXES AND ASSESSMENTS.

SECTION 3 – STANDARD PROVISIONS

LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this LEASE. It is understood that this LEASE may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

13. VACATING THE LEASED AREA.

LESSEE shall, on the last day of said term or sooner termination of this LEASE, peaceably and quietly leave, surrender, and yield up to STATE, the LEASED AREA in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

LESSEE will schedule and perform a walkthrough with the Park District Manager to be sure the LEASED AREA is left in acceptable condition.

14. NON-DISCRIMINATION.

(a) In the performance of this LEASE, LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this

LEASE by reference and made a part thereof as if set forth in full.

LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) STATE will have the right to terminate this LEASE and any loss or damage sustained by STATE by reason thereof will be borne and paid for by LESSEE.

15. INSURANCE.

LESSEE shall furnish STATE a certificate of insurance with STATE's LEASE Number (**L-2858**) indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually

for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of LEASED AREA, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

SECTION 3 – STANDARD PROVISIONS

The policy must include State of California (as LA-RICS site lessors and licensors) and as additional insureds, but only insofar as the operations under the LEASE are concerned.

AUTOMOBILE LIABILITY

LESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

LESSEE shall require contractors or subcontractors to maintain Insurance appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

LESSEE shall require contractors or subcontractors to maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the LEASE, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

- a. Insurance Companies must be rated at least A Minus VII by AM Best.
- b. LESSEE shall provide STATE with a certificate of insurance in place providing coverage for General Liability, within thirty (30) days after each insurance policy renewal.
- c. Coverage needs to be in-force for complete term of this LEASE. If insurance expires during the term of the LEASE, a new certificate must be received by the STATE within thirty (30) days of the expiration date of the existing policy.

The new insurance must still meet the terms of the original contract.

- d. Insurance policies shall contain a provision that coverage will not be cancelled without thirty

(30) days prior written notice to the STATE.

e. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it

may have, terminate this LEASE upon the occurrence of such event, subject to the provisions of this LEASE.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE, as it relates to LESSEE's operations.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE. If, at any time after the execution of this LEASE, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

16. HOLD HARMLESS INDEMNIFICATION.

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

STATE agrees to indemnify, defend, save and hold harmless LESSEE and its member agencies, agents, elected and appointed officers,

SECTION 3 – STANDARD PROVISIONS

employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of STATE and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of STATE's obligations hereunder.

17. LOSSES.

STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery, unless said losses or damage to personal property was caused by STATE, its agents, sublicensees, invitees, guests, elected and appointed officers, and/or employees.

18. DEBT LIABILITY DISCLAIMER.

STATE, including but not limited to STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assignees. STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by LESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of LESSEE. STATE has no obligation to defend or undertake the defense on behalf of LESSEE or its heirs, successors or assignees.

19. RELOCATION.

(a) In the event that STATE terminates this LEASE pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the LEASE be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this LEASE, is permitted, LESSEE shall incorporate this Paragraph into the sublease.

Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

(c) Notwithstanding the foregoing paragraph, in the event STATE determines during the term of the lease that the LEASED AREA will interfere with planned operations and construction of STATE facilities, then STATE shall have the right, upon no less than ninety (90) days written notice to LESSEE, prior to the commencement of any construction implementing STATE's development plans, to relocate LESSEE's LEASED AREA as defined in the LEASE. In such case, STATE shall be responsible to reasonably coordinate with LESSEE in connection with the relocation of the LEASED AREA to a new location within the property of STATE, LESSEE's service will not be interrupted, and LESSEE shall have the right to place a temporary communications site and antenna structure on the property at a mutually agreed upon location during any such relocation; provided that the relocation site: (i) is substantially similar to LESSEE's current LEASED AREA in size, (ii) is compatible with LESSEE's use pursuant to Section 2 hereof, (iii) does not materially interfere with any portion of the LMR Facility or equipment, and (iv) allows for substantially similar coverage area as the LMR Facility being relocated. For any relocation found under this Paragraph the State shall pay all costs incurred by LESSEE for relocating LESSEE's LMR Facility and equipment.

20. SMOKING RESTRICTIONS.

Smoking is not allowed in or upon the LEASED AREA. LESSEE will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

21. RECORDING.

LESSEE shall not record this LEASE or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.

22. AUTHORITY TO CONTRACT.

If LESSEE is a public, private or non-profit corporation, each individual executing this

SECTION 3 – STANDARD PROVISIONS

LEASE on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this LEASE on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this LEASE is binding upon said Board of Directors in accordance with its terms.

23. PARTNERSHIP DISCLAIMER.

LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

24. CEQA.

Any physical changes made to the improvements by LESSEE or its agents shall comply with the California Environmental Quality Act (CEQA).

25. BANKRUPTCY.

In no event shall this LEASE or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this LEASE in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this LEASE or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the LEASED AREA.

26. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this LEASE shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

27. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this LEASE may be terminated and the provisions of the LEASE may be altered, changed, or amended by mutual consent of the parties hereto in writing.

28. FORCE MAJEURE.

If either LESSEE or STATE will be delayed or prevented from the performance of any act

required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this LEASE) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse LESSEE from prompt payment of any taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this LEASE.

29. WAIVER.

If STATE waives the performance of any term, covenant or condition contained in this LEASE, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this LEASE for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this LEASE may only be made by a written document properly signed by an authorized STATE representative.

30. ENTIRE AGREEMENT.

This LEASE and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

31. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this LEASE.

32. SEVERABILITY.

If any term, covenant, condition, or provision of this LEASE or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this LEASE will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

SECTION 3 – STANDARD PROVISIONS

33. SEPARATE COUNTERPARTS.

This LEASE may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this LEASE and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this LEASE, as long as the original signatures will follow in the mail.

34. SUPERSEDEDURE.

This LEASE supersedes and voids any prior license, lease or agreement between STATE and LESSEE identified in this LEASE with regards to the LEASED AREA.

35. BINDING.

The terms of this LEASE and covenants and agreements herein contained shall apply to and

shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

36. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this LEASE.

End of Section 3

IN WITNESS WHEREOF, this LEASE has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA
APPROVED:

**DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES**

LESSEE:

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY (LA-RICS)**
a Joint Power Authority

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

By: _____
[NAME]
[Title]

Date: _____

Date: _____

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

CONSENT:

DEPARTMENT OF PARKS AND
RECREATION

By: _____
KIMBERLEY TSUMURA
Senior Real Estate Officer
State Owned Leasing and Development

By: _____
LIZ MCGUIRK
Chief Deputy Director

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

**SITE ACCESS AGREEMENT
LOS VERDES GOLF COURSE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County owns certain real property commonly known as Los Verdes Golf Course in the City of Rancho Palos Verdes California as described on **Exhibit A-1** attached hereto ("Real Property"), which is a portion of Los Angeles County Assessor Parcel Number ("APN") 7588-018-903;

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

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

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

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

1. **LMR SITE**

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

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on **Exhibit B** (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b)

shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. **APPROVALS/DESIGN REVIEW**

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

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

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

accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

3.04 LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LMR Site and for any construction, work or repair of any portion of the LMR Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

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

5. **CONSIDERATION**

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

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

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

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

7. INSTALLATION

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

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

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

7.04 LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site

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

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

8. ALTERATIONS

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

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

12. **RELOCATION**

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

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

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

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

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

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

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

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

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

13. **ACCESS TO LMR SITE**

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

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

14. **EMERGENCY ACCESS BY COUNTY**

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

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

15.04 **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with County's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation,

transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

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

16. UTILITIES

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

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

18. **LA-RICS WAIVER OF CLAIMS**

LA-RICS acknowledges the high level of risk operating at the LMR Site. Permittee willingly assumes all risks that are associated with the site environment of continuous golf and recreational activities, including but not limited to flying golf balls and moving golf carts, while on the LMR Site and on the access to and from the LMR Site. LA-RICS releases the right to seek remedy or to bring legal action against the County Indemnified Parties and will hold the County Indemnified Parties harmless if any of Permittee's employees, contractors, subcontractors or agents are injured or experience some form of loss while on the Premises

19. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO

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

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

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

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

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the County for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act

or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

20. **FAILURE TO PROCURE INSURANCE**

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

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

21. **TAXES**

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

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

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

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

22. **NOTICES**

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

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

ATTN: Executive Director

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

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

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

Attn: Senior Manager of Real Estate Division

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

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

23. **LA-RICS FACILITY REMOVAL**

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

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

24. **INDEPENDENT STATUS**

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

25. **AMENDMENT**

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

26. **ASSIGNMENT**

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

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

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

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

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

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

27. SUBORDINATION AND NON-DISTURBANCE

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

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

28. CONDEMNATION

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

29. DEFAULT

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

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

30. **WAIVER**

30.01 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.

30.02 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.

31. **HAZARDOUS MATERIALS**

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

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

32. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real

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

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

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

33. 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.

34. INDEPENDENT CONTRACTOR STATUS

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

35. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding

this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

36. COMPLIANCE WITH APPLICABLE LAW

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

37. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

38. **NON EXCLUSIVITY**

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

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

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

40. **PUBLIC RECORDS ACT**

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

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

40.03 Any documents submitted by County or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public

Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

41. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

44. **BANKRUPTCY**

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

45. **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.

46. **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.

47. **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.

48. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

49. **LOBBYIST**

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

50. **ENFORCEMENT**

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

51. **SOLICITATION OF CONSIDERATION**

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

51.02 LA-RICS AUTHORITY shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

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

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

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

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

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

54. RECYCLED BOND PAPER

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

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

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

A California Joint Powers Authority

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Chief Executive Officer

By: _____
Scott Edson
Executive Director

By: _____
David Howard
Assistant Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

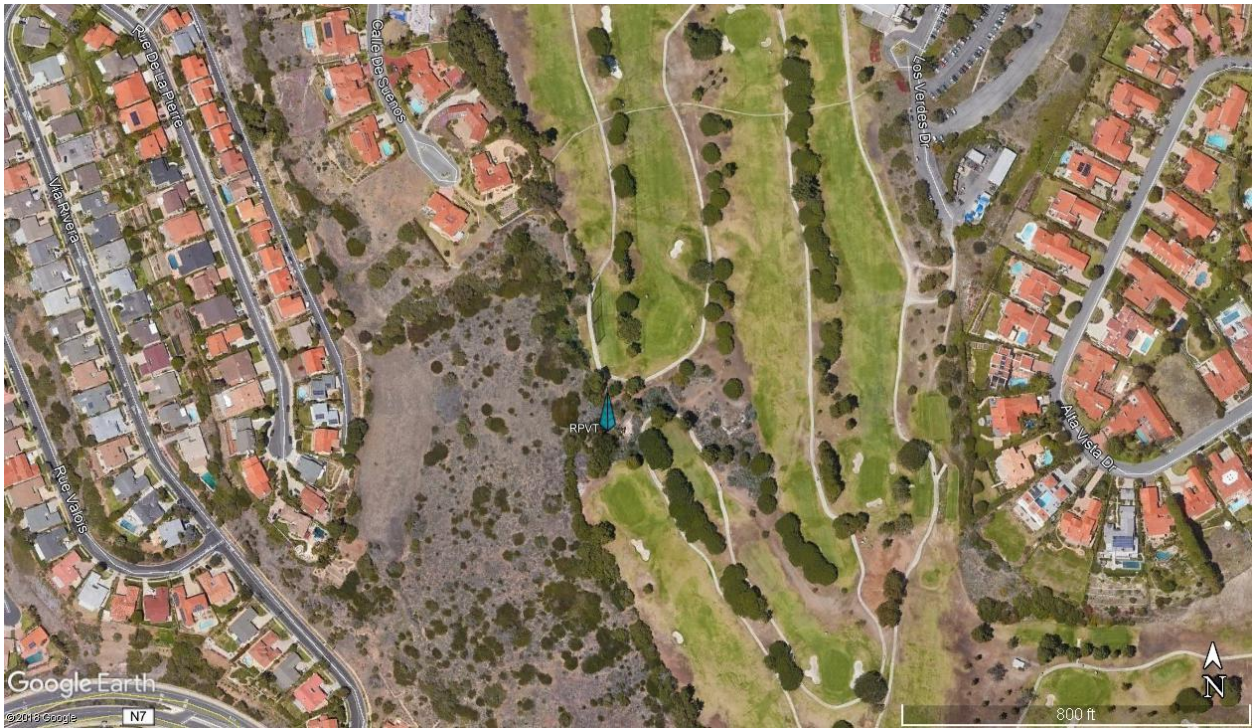
APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A SITE DESCRIPTION



Rancho Palos Verdes (RPV1) Telecommunications Site
7000 Los Verdes Drive
Rancho Palos Verdes, CA 90275

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
RPVT	Rancho Palos Verdes Tee	Los Angeles County	7000 Los Verdes Drive	Rancho Palos Verdes	CA	90275	4

EXHIBIT B

EQUIPMENT LIST

Rancho Palos Verdes Tee (RPVT) Telecommunications Site

New 70' Monopole Structure (1),

New Pre-Fabricated **Equipment Shelter (24' x 12')** (1),

New LMR Indoor **RF Rack** (2),

New LMR Indoor **DC Rack** (1),

New LMR Indoor **Battery Rack** (1),

New LMR Indoor **Future Rack** (2),

New LMR **Antenna** (3),

New LMR Microwave **Dish** (4),

New LMR GPS **Antenna** (2),

New 25 Kw **Generator** (1),

New 785 Gallon Fuel **Tank** (1)

EXHIBIT C

SITE PLAN

Rancho Palos Verdes (RPVT) Telecommunications Site

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

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 20____,

BY AND BETWEEN

Micheal and Pamela Thomsen, hereinafter referred to as "**Owner**"

AND

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

RECITALS

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

WHEREAS, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("**LTE**") broadband communication sites ("**LTE Site(s)**") as 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 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**"); and

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("**Real Property**"); and

WHEREAS, LA-RICS Authority has sought from Owner and Owner desires to license the use of a portion of the Real Property to the LA-RICS Authority for the construction, installation and use as a LTE Site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("**LTE Vendors**") 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 is willing to accept and exercise the rights granted by this Agreement for use of a LTE Site(s) located on the Real Property in accordance with the terms and conditions prescribed herein; 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(s) 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(s) to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority may elect to terminate this Agreement early; and

WHEREAS, Owner and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA; and

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

1. **LTE SITE**

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

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

1.3 LA-RICS Authority and/or the LTE Vendors 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.

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

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

2. **PURPOSE AND USE**

2.1 The purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, construction, connection, modification, use, operation, maintenance, repair and upgrade of a LTE communications facility, without limits to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum or (d) to the use of any specific type of communications equipment, provided LA-RICS Authority will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2 LA-RICS Authority and/or its employees, agents, LTE Vendors, escorted invitees, the First Net Parties and/or other agents: (a) shall have the right to install, construct, connect, modify, use, operate, maintain, repair, and upgrade the LA-RICS Authority's communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**") and other related materials as may be deemed necessary by LA-RICS Authority but which will remain subject to the terms and conditions of this Agreement, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access attached hereto as Exhibit C (Access). Each LTE Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

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

3. APPROVALS/DESIGN REVIEW

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

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

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

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

4. **TERM**

The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated either by (a) LA-RICS Authority or (b) Owner pursuant to Section 28 (Default) of this Agreement. Owner and AT&T may also agree that the Option and Land Lease Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Land Lease Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Land Lease Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Land Lease Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations.

5. **CONSIDERATION**

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

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

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

6.2 The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 (Approval/Design Review) and 8 (Alterations) hereof. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties

immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B (Equipment List) hereto, but not including "like-kind" replacements, except after Owner have been provided an opportunity to review and approve such plans and specifications.

7. INSTALLATION

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

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

7.3 In the event that any third party user at any portion of the Real Property causes impermissible interference with LA-RICS Authority's operations as provided for pursuant to this Agreement, LA-RICS Authority with notify Owner of such interference, and Owner will then notify and require the third-party user to resolve the interference issues.

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

7.5 LA-RICS Authority accepts the LTE Site in an "**as is**" condition as of the date of full execution of this Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority' sole cost and expense, except as may be provided otherwise by other

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

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

8. **ALTERATIONS**

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

9. **MAINTENANCE**

9.1 Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following thirty (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.

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS Authority, its LTE Vendors and the First Net Parties shall:

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

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

(iii) 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.

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

12. **RELOCATION**

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

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

(ii) Owner shall pay all costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment under this Section 12.1 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "**project**" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

(iii) Owner shall give LA-RICS Authority at least six (6) months written notice before requiring relocation; and

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

12.2 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property, provided that:

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

(ii) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment under this Section 12.2 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

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

13. **ACCESS TO LTE SITE**

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

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

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS Authority's transmission(s) from the LTE Site should LA-RICS Authority be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS Authority and shall access the LTE Site in the

presence, if possible, of an LA-RICS Authority representative, if provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LTE Site. LA-RICS Authority shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

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

15.2 Interference With Public Safety Systems. In the event of any interference with Owner's public safety-related systems which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

15.4 Interference During Emergency. If any measurable interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.5 Compliance With Law. Notwithstanding the foregoing or any language to the contrary contained within this Agreement, Owner and LA-RICS AUTHORITY are

aware of their 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. Owner and LA-RICS AUTHORITY agree to be responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of their own equipment, and for repairs to their own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising from, or attributable to, LA-RICS AUTHORITY’s equipment. Where LA-RICS AUTHORITY’s equipment, in combination with others, exceeds or violates such standards, LA-RICS AUTHORITY shall undertake immediate action with other relevant parties to mitigate and remedy such violations in a timely manner. Owner will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising from, or attributable to, Owner’s equipment. Where Owner’s equipment, in combination with others, exceeds or violates such standards, Owner shall undertake immediate action with other relevant parties to mitigate and remedy such violations in a timely manner.

16. **UTILITIES**

16.1 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. LA-RICS Authority shall secure its own metered electrical supply.

16.2 In the event that it is not feasible for LA-RICS Authority to secure its own metered electrical supply, LA-RICS Authority agrees at its own cost and expense, to install at the LTE Sites with wireless revenue grade sub-meters (“**Sub-meters**”), and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor. The Sub-meters will be programmed by LA-RICS Authority to send Sub-meter readings to LA-RICS Authority and Owner’s designee at Owner’s regular designated billing cycles, which shall be at least monthly, and LA-RICS Authority shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. LA-RICS Authority will cause a copy of the bills to also be sent to Owner. LA-RICS Authority shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements

of this section. LA-RICS Authority further agrees to send bills, invoices and payments to such address and/or agent designated by Owner.

16.3 Owner and LA-RICS Authority shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to LA-RICS Authority's reimbursement obligations hereunder. Within fifteen (15) days after a request from LA-RICS Authority or Owner, either party shall provide the other with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.4 If LA-RICS Authority sub-meters electricity from Owner, Owner agrees to give LA-RICS Authority at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Owner acknowledges that LA-RICS Authority provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in LA-RICS Authority's reasonable determination, Owner agrees to allow LA-RICS Authority the right to bring in a temporary source of power for the duration of the interruption. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. LA-RICS Authority is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two (2) years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

18.1 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority shall provide and maintain, at its own expense during the term of this Agreement, the following below program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to Micheal & Pamela Thomsen on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of required coverage that is not replaced and shall include the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS Authority will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor/subcontractor, shall include the Owner as an additional insured.

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

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

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

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

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

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

Disease - each employee: \$1 million

(iii) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) year's annual rent; and

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS Authority as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

(2) General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including Owner as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million

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

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS Authority's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim or wrongful act and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

18.4 Notification of Incidents. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or Owner. Such report shall be made in

writing within seventy-two (72) hours of LA-RICS Authority's knowledge of such occurrence.

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

21.1 Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation

thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS Authority as follows:

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

With a copy to:

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-19481887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

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

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

Micheal & Pamela Thomsen
29546 Sand Canyon Rd. Canyon Country, CA 91387
Attn. Micheal Thomsen

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

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

22. LA-RICS FACILITY REMOVAL

22.1 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, the LA-RICS Authority shall remove all of its LA-RICS Facility, 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 the term of this Agreement or other approved period as may be agreed to by the parties. If weather conditions or lack of access to the LTE Site renders the timely removal of LA-RICS Authority' property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

25.2 To effect an assignment or transfer pursuant to this Section 25, LA-RICS Authority shall first deliver to the Owner:

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

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

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE

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

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

27. CONDEMNATION

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

28. **DEFAULT**

28.1 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 with a courtesy copy to AT&T. LA-RICS Authority shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS Authority has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section.

28.2 In the event that LA-RICS Authority fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority, take possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon.

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

29. **WAIVER**

29.1 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.

29.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The

rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

31.2 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.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

39.3 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 the Public Records Act and which are marked "trade secret," "confidential," or "proprietary." LA-RICS Authority shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

40. **OTHER TERMS AND CONDITIONS**

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

40.2 Habitation. The LTE Site shall not be used for human habitation.

40.3 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

OWNER:
MICHEAL AND PAMELA THOMSEN

A California Joint Powers Authority

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:
MARY WICKHAM
COUNTY COUNSEL

By: _____
Roberto Saldana, Deputy

By: _____
Print
Name: _____
Its: _____

By: _____
Print
Name: _____
Its: _____

EXHIBIT A

SITE DESCRIPTION OF LTE SITE

SITE ID	Facility Name	Address Line	City	Zip Code	Parcel Owner
THOMSEN	THOMSEN	29546 Sand Canyon Rd.	Canyon Country	91387	Micheal and Pamela Thomsen

EXHIBIT B

EQUIPMENT LIST

- 70' Monopole
- Equipment Cabinets
- Antennas (12)
- 22kW Backup Generator
- 8 Ft. Double Split Face CMU Wall
- RRUs (36) (12 per sector)

EXHIBIT C

ACCESS

- 3mph speed limit
- Courtesy text 661-713-9005 or email thomsenroofing@aol.com prior to arrival.

EXHIBIT D

SITE PLAN

(Please refer to the following page)

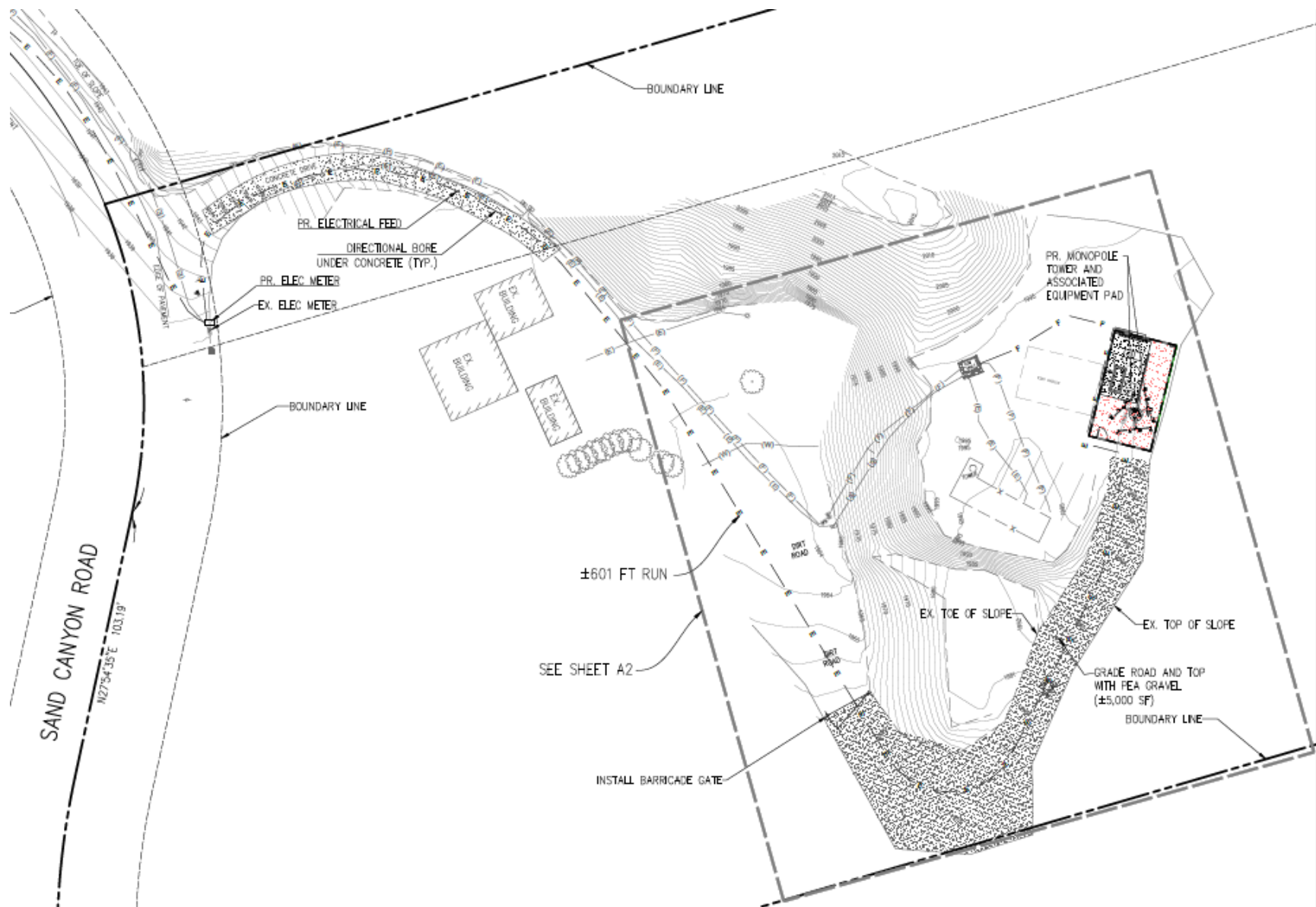


EXHIBIT E

OPTION AND LAND LEASE AGREEMENT



Agenda Item X - LTE2
ATT Exhibit to Inglewc

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 20____,

BY AND BETWEEN

CITY OF INGLEWOOD (fill in Site Owner),
a municipal corporation, hereinafter referred
to as "**Owner**"

AND

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

RECITALS

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

WHEREAS, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("**LTE**") broadband communication sites ("**LTE Site(s)**") as 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 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**"); and

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("**Real Property**"); and

WHEREAS, LA-RICS Authority has sought from Owner and Owner desires to license the use of a portion of the Real Property to the LA-RICS Authority for the construction, installation and use as a LTE Site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("**LTE Vendors**") 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 is willing to accept and exercise the rights granted by this Agreement for use of a LTE Site(s) located on the Real Property in accordance with the terms and conditions prescribed herein; 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(s) 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(s) to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority may elect to terminate this Agreement early; and

WHEREAS, Owner and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA; and

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

1. **LTE SITE**

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

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

1.3 LA-RICS Authority and/or the LTE Vendors 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.

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

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

2. **PURPOSE AND USE**

2.1 The purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, construction, connection, modification, use, operation, maintenance, repair and upgrade of a LTE communications facility, without limits to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum or (d) to the use of any specific type of communications equipment, provided LA-RICS Authority will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2 LA-RICS Authority and/or its employees, agents, LTE Vendors, escorted invitees, the First Net Parties and/or other agents: (a) shall have the right to install, construct, connect, modify, use, operate, maintain, repair, and upgrade the LA-RICS Authority's communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**") and other related materials as may be deemed necessary by LA-RICS Authority but which will remain subject to the terms and conditions of this Agreement, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access attached hereto as Exhibit C (Access). Each LTE Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

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

3. APPROVALS/DESIGN REVIEW

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

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

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

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

4. **TERM**

The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated either by (a) LA-RICS Authority or (b) Owner pursuant to Section 28 (Default) of this Agreement. Owner and AT&T may also agree that the Option and Structure Lease Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Structure Lease Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Structure Lease Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Structure Lease Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations.

5. **CONSIDERATION**

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

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

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

6.2 The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 (Approval/Design Review) and 8 (Alterations) hereof. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties

immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B (Equipment List) hereto, but not including "like-kind" replacements, except after Owner have been provided an opportunity to review and approve such plans and specifications.

7. INSTALLATION

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

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

7.3 In the event that any third party user at any portion of the Real Property causes impermissible interference with LA-RICS Authority's operations as provided for pursuant to this Agreement, LA-RICS Authority with notify Owner of such interference, and Owner will then notify and require the third-party user to resolve the interference issues.

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

7.5 LA-RICS Authority accepts the LTE Site in an "**as is**" condition as of the date of full execution of this Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority' sole cost and expense, except as may be provided otherwise by other

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

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

8. **ALTERATIONS**

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

9. **MAINTENANCE**

9.1 Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following thirty (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.

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS Authority, its LTE Vendors and the First Net Parties shall:

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

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

(iii) 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.

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

12. **RELOCATION**

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

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

(ii) Owner shall pay all costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment under this Section 12.1 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "**project**" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

(iii) Owner shall give LA-RICS Authority at least six (6) months written notice before requiring relocation; and

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

12.2 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property, provided that:

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

(ii) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment under this Section 12.2 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

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

13. **ACCESS TO LTE SITE**

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

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

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS Authority's transmission(s) from the LTE Site should LA-RICS Authority be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS Authority and shall access the LTE Site in the

presence, if possible, of an LA-RICS Authority representative, if provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LTE Site. LA-RICS Authority shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

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

15.2 Interference With Public Safety Systems. In the event of any interference with Owner's public safety-related systems which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

15.4 Interference During Emergency. If any measurable interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.5 Compliance With Law. LA-RICS Authority is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions

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

16. **UTILITIES**

16.1 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. LA-RICS Authority shall secure its own metered electrical supply.

16.2 In the event that it is not feasible for LA-RICS Authority to secure its own metered electrical supply, LA-RICS Authority agrees at its own cost and expense, to install at the LTE Sites with wireless revenue grade sub-meters ("**Sub-meters**"), and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor. The Sub-meters will be programmed by LA-RICS Authority to send Sub-meter readings to LA-RICS Authority and Owner's designee at Owner's regular designated billing cycles, which shall be at least monthly, and LA-RICS Authority shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. LA-RICS Authority will cause a copy of the bills to also be sent to Owner. LA-RICS Authority shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements of this section. LA-RICS Authority further agrees to send bills, invoices and payments to such address and/or agent designated by Owner.

16.3 Owner and LA-RICS Authority shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to LA-RICS Authority's reimbursement obligations hereunder. Within fifteen (15) days after a request from LA-RICS Authority or Owner, either party shall provide the other with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.4 If LA-RICS Authority sub-meters electricity from Owner, Owner agrees to give LA-RICS Authority at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Owner acknowledges that LA-RICS Authority provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in LA-RICS Authority's reasonable determination, Owner agrees to allow LA-RICS Authority the right to bring in a temporary source of power for the duration of the interruption. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. LA-RICS Authority is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two (2) years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

18. INSURANCE

18.1 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority shall provide and maintain, at its own expense during the term of this Agreement, the following below program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to _____ [OWNER TO DESIGNATE] on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of required coverage that is not replaced and shall include the Owner as an additional insured (except for the

Workers' Compensation Insurance). LA-RICS Authority will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor/subcontractor, shall include the Owner as an additional insured.

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

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

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

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

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

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

(iii) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) year's annual rent; and

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS Authority as their

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

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

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

(2) General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including Owner as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS Authority's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim or wrongful act and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

19.1 Failure on the part of LA-RICS Authority to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner

may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner upon demand.

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

With a copy to:

Roberto Saldana, Deputy County Counsel
Office of the County Counsel

500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-19481887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

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

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

[OWNER TO PROVIDE]
Attn: [OWNER TO PROVIDE]

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

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

22. LA-RICS FACILITY REMOVAL

22.1 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, the LA-RICS Authority shall remove all of its LA-RICS Facility, 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 the term of this Agreement or other approved period as may be agreed to by the parties. If weather conditions or lack of access to the LTE Site renders the timely removal of LA-RICS Authority' property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. INDEPENDENT STATUS

This Agreement is by and between Owner and LA-RICS Authority and is not intended and shall not be construed to create the relationship of agent, servant,

employee, partnership, joint venture or association as between Owner and LA-RICS Authority. LA-RICS Authority understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS Authority pursuant to this Agreement.

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

25.2 To effect an assignment or transfer pursuant to this Section 25, LA-RICS Authority shall first deliver to the Owner:

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

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

26.2 The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS Authority will execute an agreement for the Lender's benefit in which LA-RICS Authority: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real

Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

27. **CONDEMNATION**

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

28. **DEFAULT**

28.1 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 with a courtesy copy to AT&T. LA-RICS Authority shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS Authority has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section.

28.2 In the event that LA-RICS Authority fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority, take possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon.

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

cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS Authority may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS Authority in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

29. **WAIVER**

29.1 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.

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

31.2 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.

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

32. AUTHORIZATION WARRANTY

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

33. INDEPENDENT CONTRACTOR STATUS

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

34. GOVERNING LAW, JURISDICTION, AND VENUE

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

35. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State

and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("**FAA**"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

39.3 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 the Public Records Act and which are marked "trade secret," "confidential," or "proprietary." LA-RICS Authority shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

40. **OTHER TERMS AND CONDITIONS**

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

40.2 Habitation. The LTE Site shall not be used for human habitation.

40.3 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS Authority.

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

OWNER:
CITY OF INGLEWOOD

A California Joint Powers Authority

A municipal corporation

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY WICKHAM
COUNTY COUNSEL

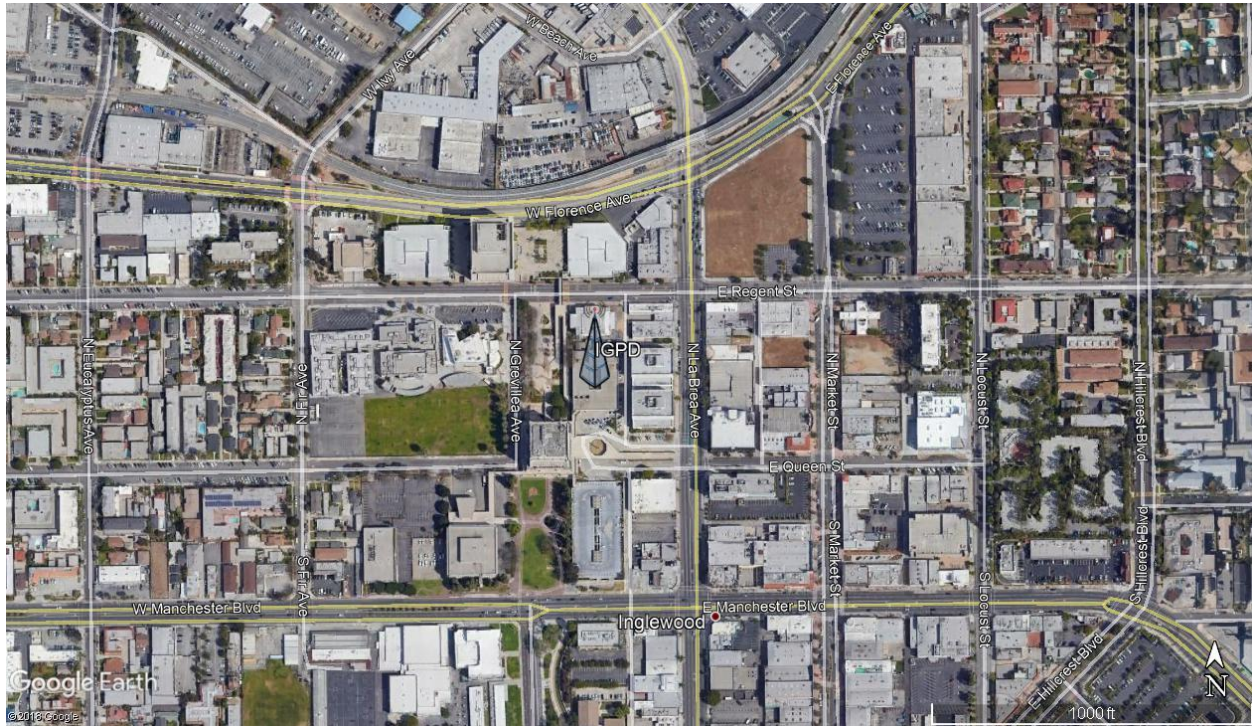
By: _____

— Roberto Saldana, Deputy

By: _____

— [OWNER TO PROVIDE]

EXHIBIT A SITE DESCRIPTION



**Inglewood Police Department (IGPD) Telecommunications Site
107-101 North La Brea Avenue
Inglewood, CA 90301**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
IGPD	Inglewood Police Department	City of Inglewood	107-101 N La Brea Avenue	Inglewood	CA	90301

EXHIBIT B

EQUIPMENT LIST

Inglewood Police Department (IGPD) Telecommunications Site

New Equipment Rack Proposed on 11th Floor (4),

New Antenna (4) per Sector (3) Sectors Total,

New Microwave Dish (1),

EXHIBIT C

ACCESS

[OWNER TO IDENTIFY ANY ACCESS REQUIREMENTS FOR THE LTE SITE]

EXHIBIT D

SITE PLAN

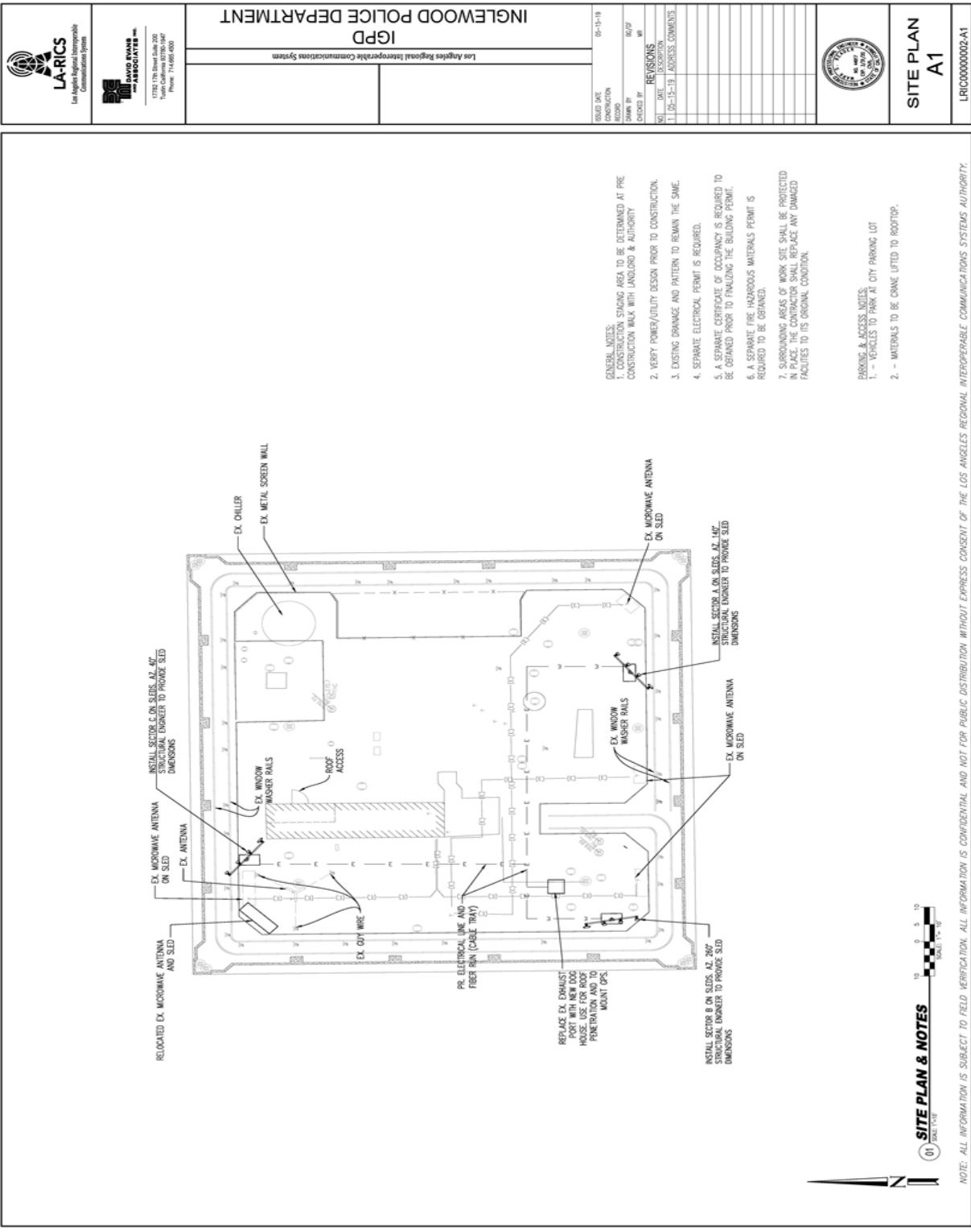


EXHIBIT E

OPTION AND STRUCTURE LEASE AGREEMENT



Agenda Item X - LTE2
ATT Exhibit to Inglewc

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this ____ day of _____, 20____,

BY AND BETWEEN

CITY OF IRWINDALE, a municipal corporation, hereinafter referred to as "**Owner**"

AND

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

RECITALS

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

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

WHEREAS, LA-RICS Authority desires to construct and operate a new communication tower ("**Tower**") located on the Real Property (as defined below), decommission the existing ____ feet communications tower located on the Real Property, and perform such other work and related improvements as described herein; 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 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**") ; and

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("**Real Property**") ; and

WHEREAS, LA-RICS Authority has sought from Owner and Owner desires to license the use of a portion of the Real Property to the LA-RICS Authority for the construction, installation and use as a LTE Site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("**LTE Vendors**") 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 is willing to accept and exercise the rights granted by this Agreement for use of a LTE Site(s) located on the Real Property in accordance with the terms and conditions prescribed herein; 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(s) 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(s) to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority may elect to terminate this Agreement early; and

WHEREAS, Owner and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA; and

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

1. **LTE SITE**

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

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

1.3 LA-RICS Authority and/or the LTE Vendors 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.

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

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

2. **PURPOSE AND USE**

2.1 The purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, construction, connection, modification, use, operation, maintenance, repair and upgrade of a LTE communications facility, without limits to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum or (d) to the use of any specific type of communications equipment, provided LA-RICS Authority will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2 LA-RICS Authority and/or its employees, agents, LTE Vendors, escorted invitees, the First Net Parties and/or other agents: (a) shall have the right to install, construct, connect, modify, use, operate, maintain, repair, and upgrade the LA-RICS Authority's communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**") and other related materials as may be deemed necessary by LA-RICS Authority but which will remain subject to the terms and conditions of this Agreement, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access as defined in Section 13 below. Each LTE Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

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

3. APPROVALS/DESIGN REVIEW

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

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

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

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

3.5 Notwithstanding the foregoing, or any language to the contrary contained within this Agreement, Owner (or Owner's authorized agent) shall have review and approval rights of all co-locators at the LTE Site, which Owner approval of co-locator shall not be unreasonably withheld, conditioned, or delayed.

4. **TERM**

The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated either by (a) LA-RICS Authority or (b) Owner pursuant to Section 28 (Default) of this Agreement. Owner and AT&T may also agree that the Option and Land Lease Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Land Lease Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Land Lease Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Land Lease Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations.

5. **CONSIDERATION**

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

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

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

6.2 The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions

of this Agreement, including without limitation Sections 3 (Approval/Design Review) and 8 (Alterations) hereof. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B (Equipment List) hereto, but not including "like-kind" replacements, except after Owner have been provided an opportunity to review and approve such plans and specifications.

7. **INSTALLATION**

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

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

7.3 In the event that any third party user at any portion of the Real Property causes impermissible interference with LA-RICS Authority's operations as provided for pursuant to this Agreement, LA-RICS Authority with notify Owner of such interference, and Owner will then notify and require the third-party user to resolve the interference issues.

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

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

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

8. **ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, construct, connect, modify, use, operate, maintain, repair, upgrade and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS Authority shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of "like-kind" (equipment replacement with equipment of similar dimensions at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner or (b) that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS Authority agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS

AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS Authority shall be performed in accordance with the plans provided to Owner.

9. **MAINTENANCE**

9.1 Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following thirty (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.

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS Authority, its LTE Vendors and the First Net Parties shall:

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

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

(iii) 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.

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

12. **RELOCATION**

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

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

(ii) Owner shall pay all costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment under this Section 12.1 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "**project**" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

(iii) Owner shall give LA-RICS Authority at least six (6) months written notice before requiring relocation; and

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

12.2 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property, provided that:

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

(ii) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment under this Section 12.2 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 NEPA, as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

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

13. **ACCESS TO LTE SITE**

13.1 Owner hereby grants to the LA-RICS Authority, its member agencies and employees, LTE Vendors, First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site ("**Access**") subject to compliance with Owner's policies and procedures for Access attached hereto as Exhibit C and incorporated herein by this reference. The LA-RICS Authority, on behalf of itself and its member agencies and employees, LTE Vendors, First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS Authority shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS Authority shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS Authority's cost.

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

14. **EMERGENCY ACCESS BY OWNER**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.2 Interference With Public Safety Systems. In the event of any interference with Owner's public safety-related systems which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

15.4 Interference During Emergency. If any measurable interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

16. **UTILITIES**

16.1 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. LA-RICS Authority shall secure its own metered electrical supply.

16.2 In the event that it is not feasible for LA-RICS Authority to secure its own metered electrical supply, LA-RICS Authority agrees at its own cost and expense, to install at the LTE Sites with wireless revenue grade sub-meters ("**Sub-meters**"), and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor. The Sub-meters will be programmed by LA-RICS Authority to send Sub-meter readings to LA-RICS Authority and Owner's designee at Owner's regular designated billing cycles, which shall be at least monthly, and LA-RICS Authority shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. LA-RICS Authority will cause a copy of the bills to also be sent to Owner. LA-RICS Authority shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements

of this section. LA-RICS Authority further agrees to send bills, invoices and payments to such address and/or agent designated by Owner.

16.3 Owner and LA-RICS Authority shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to LA-RICS Authority's reimbursement obligations hereunder. Within fifteen (15) days after a request from LA-RICS Authority or Owner, either party shall provide the other with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.4 If LA-RICS Authority sub-meters electricity from Owner, Owner agrees to give LA-RICS Authority at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Owner acknowledges that LA-RICS Authority provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in LA-RICS Authority's reasonable determination, Owner agrees to allow LA-RICS Authority the right to bring in a temporary source of power for the duration of the interruption. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. LA-RICS Authority is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two (2) years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

18.1 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority shall provide and maintain, at its own expense during the term of this Agreement, the following below program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to _____ [OWNER TO DESIGNATE] on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of required coverage that is not replaced and shall include the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS Authority will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor/subcontractor, shall include the Owner as an additional insured.

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

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

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

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

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

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

Disease - each employee: \$1 million

(iii) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) year's annual rent; and

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS Authority as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

(2) General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including Owner as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million

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

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS Authority's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim or wrongful act and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

18.4 Notification of Incidents. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or Owner. Such report shall be made in

writing within seventy-two (72) hours of LA-RICS Authority's knowledge of such occurrence.

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

21.1 Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation

thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS Authority as follows:

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

With a copy to:

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-19481887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

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

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

[OWNER TO PROVIDE]
Attn: [OWNER TO PROVIDE]

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

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

22. LA-RICS FACILITY REMOVAL

22.1 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, the LA-RICS Authority shall remove all of its LA-RICS Facility, 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 the term of this Agreement or other approved period as may be agreed to by the parties. If weather conditions or lack of access to the LTE Site renders the timely removal of LA-RICS Authority' property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.2 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, and the LA-RICS Authority does not timely remove all of

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

22.3 It is understood that the Owner and LA-RICS Authority, agree to decommission the existing communications tower located within the Real Property, and transfer existing equipment to the new Tower to be constructed within the Real Property and is the subject of this Agreement between the parties. It is further understood by Owner, that the existing tower contains certain live equipment, which shall be required to be transferred to the new Tower on or before _____, 2020, prior to the decommissioning of the existing tower and the failure of the parties to transfer said equipment in a timely manner may preclude the LA-RICS Authority from decommissioning the existing tower since LA-RICS Authority's contract with its general contractor calls for the construction of the new Tower, and decommission of the existing communications tower to occur concurrently. Therefore, failure of Owner to effectuate the transfer of their existing live equipment to the new Tower, and thus causing a breach of the decommission of the existing tower shall constitute a waiver of LA-RICS Authority obligation to decommission the existing tower, which decommissioning of the existing tower thereafter shall be the sole obligation of the Owner and shall be at Owner's sole cost and expense.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

25.2 To effect an assignment or transfer pursuant to this Section 25, LA-RICS Authority shall first deliver to the Owner:

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

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

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

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

25.6 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS Authority for its administrative and other costs associated with approval of the lease or license. Owner shall also have the right to use, at gratis cost, space on LA-RICS Authority's telecommunications pole in lieu of leasing or licensing the use of space to third parties, if such telecommunications pole is capable of housing Owner, based on terms mutually agreeable to LA-RICS Authority and Owner. Notwithstanding the foregoing, or any language to the contrary contained within this Agreement, LA-RICS Authority shall reserve Tower space from 40' - 60' for use by Owner, subject to the terms of this Agreement.

26. SUBORDINATION AND NON-DISTURBANCE

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

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

27. CONDEMNATION

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

28. **DEFAULT**

28.1 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 with a courtesy copy to AT&T. LA-RICS Authority shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS Authority has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section.

28.2 In the event that LA-RICS Authority fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority, take possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon.

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

29. **WAIVER**

29.1 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.

29.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The

rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

31.2 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.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

39.3 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 the Public Records Act and which are marked "trade secret," "confidential," or "proprietary." LA-RICS Authority shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

40. **OTHER TERMS AND CONDITIONS**

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

40.2 Habitation. The LTE Site shall not be used for human habitation.

40.3 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

A California Joint Powers Authority

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

MARY WICKHAM
COUNTY COUNSEL

By: _____
— Roberto Saldana, Deputy

OWNER:
CITY OF IRWINDALE

A municipal corporation

By: _____
Print
Name: _____
Its: _____
—

APPROVED AS TO FORM:

By: _____
[OWNER TO PROVIDE]

EXHIBIT A

SITE DESCRIPTION OF LTE SITE

EXHIBIT B

EQUIPMENT LIST

EXHIBIT C

ACCESS

[OWNER TO IDENTIFY ANY ACCESS REQUIREMENTS FOR THE LTE SITE]

EXHIBIT D

SITE PLAN

[FINAL SITE PLANS
INCORPORATED BY REFERENCE]

EXHIBIT E

OPTION AND LAND LEASE AGREEMENT



Agenda Item X - LTE2
ATT Exhibit to Inglewc

**SITE ACCESS AGREEMENT
SCHOLL CANYON LANDFILL SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County owns certain real property commonly known as Scholl Canyon Landfill in the City of Glendale in California as described on **Exhibit A-1** attached hereto ("Real Property"), which is a portion of Los Angeles County Assessor Parcel Number ("APN") 5666-002-900;

WHEREAS, County desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a second phase Long Term Evolution ("LTE2") communication site;

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LTE2 Vendor") to design, construct, and perform services with respect to a regional interoperable LTE telecommunications system as a part of the LA-RICS; and (b) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LTE2 site located on the Real Property in accordance with the terms and conditions prescribed herein.

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

1. **LTE2 SITE**

1.01 County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE2 communication facility, consisting of the parcels of land shown on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "LTE2 Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE2 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 LTE2 Site in its as-is condition with no duty to investigate, and County makes no warranty, express or implied, as to the suitability of the LTE2 Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY and/or the LTE2 Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE2 Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

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

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE2 Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE2 Site for the installation, operation, maintenance, and repair of a LTE2 facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE2 Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE2 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 LTE2 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 LTE2 Site 24 hours per day, 7 days per week without notice. Each LTE2 Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE2 Site and/or the Real Property hereunder, including without limitation usage by the LTE2 Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE2 Site; provided, however, that such County authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. **APPROVALS/DESIGN REVIEW**

3.01 The LA-RICS AUTHORITY shall furnish and submit to County copies of project plans and specifications (along with any other information reasonably requested by County) for the LTE2 Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County the County's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County approval prior to implementation of said plans.

3.02 Conceptual site plans for the LTE2 Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and County's (or County's authorized agent's) approval of the final site plan for the LTE2 Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide County with a notice of work commencement and an estimated time of completion for each LTE2 Site.

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

accordingly all such concerns will be taken into consideration throughout the LTE2 Site plan approval process, as described in this Section 3 and in Section 8.

3.04 LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LTE2 Site and for any construction, work or repair of any portion of the LTE2 Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE2 Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE2 Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate in three (3) years. .

5. **CONSIDERATION**

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

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

County shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE2 Site. In addition, County shall have the right to inspect said equipment and the LTE2 Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany County during any such inspection of or access to a LTE2 Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE2 Site, or any portion thereof, until the

County has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. County's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying County and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE2 Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after County has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LTE2 Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

7.03 County reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE2 Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "County Facilities") so long as the installation of said County Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and County agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the County Facilities.

7.04 LA-RICS AUTHORITY accepts the LTE2 Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE2 Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise

by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE2 Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE2 Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE2 Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE2 Site, LA-RICS AUTHORITY shall provide County with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE2 Site in CAD and PDF formats. Upon receipt of the As-Builts by County, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, County may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE2 Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the County or that may be required as a result of FCC rules or regulations, after providing notice to the County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County the County's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

LA-RICS shall be responsible for maintenance of the portions of the Real Property, occupied by the LTE2 Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE2 Site shall be kept neat and clean by LA-RICS AUTHORITY. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE2 Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE2 Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

10. **CONSTRUCTION STANDARDS**

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

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE2 Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE2 Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE2 Site, County shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, County shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its LTE2 Vendor shall:

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

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE2 Site.

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

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE2 Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

12. **RELOCATION**

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE2 Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE2 Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE2 Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

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

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

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE2 Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE2 Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE2 Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

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

13. **ACCESS TO LTE2 SITE**

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE2 Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LTE2 Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LTE2 Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LTE2 Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by County upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access to the extent caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LTE2 Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

The County and its authorized agents may access the LTE2 Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE2 Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE2 Site should LA-RICS AUTHORITY be unable or unwilling to respond to County's request to take immediate action to correct any

deficiency which threatens County's operation on the LTE2 Site, provided that County shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE2 Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, County shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE2 Site due to an emergency; provided, however, that under no circumstance shall the County access LA-RICS AUTHORITY's equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE2 Site. LA-RICS AUTHORITY shall reimburse County within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency that is corrected by County pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE2 Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by County or County's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to County's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

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

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

15.04 **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with County's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation,

transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

15.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE2 Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with County and with other relevant parties to mitigate such violations in a timely manner.

16. UTILITIES

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE2 Site. If such installation is not feasible, as determined by County, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by County and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless County and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE2 Vendor.

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

18. **INSURANCE**

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

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

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

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

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

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

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

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

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

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

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

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

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

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

19.02 Use of the LTE2 Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE2 Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the LTE2 Site arising from LA-RICS AUTHORITY' use of the LTE2 Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE2 Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

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

21. **NOTICES**

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

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

ATTN: Executive Director

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

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

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

Attn: Senior Manager of Real Estate Division

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

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

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE2 Site and the Real Property and restore the LTE2 Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE2 Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE2 Site to its original condition, reasonable wear and

tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE2 Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE2 Site and the Real Property within the time provided in this section, County may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

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

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

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At County's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by County which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, County shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE2 Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill County's obligations under this Agreement, and (c) promptly cure all of the then-existing County defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i)

confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE2 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 LTE2 Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and County and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, County shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. County may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, County may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE2 Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and County has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County fails to cure a default within sixty (60) days or as otherwise provided in

this section, LA-RICS AUTHORITY may: (a) cure the default and invoice County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE2 Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE2 Site in the event of one of the following: (a) the applicable Real Property or the LTE2 Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE2 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 LTE2 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 LTE2 Site should County elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

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

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

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

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

37. NON EXCLUSIVITY

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

38. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

39. PUBLIC RECORDS ACT

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE2 Vendor and all information obtained in connection with the County's right to inspect the LTE2 Site or any other rights provided by this Agreement shall become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The County shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the County for any of the aforementioned documents, information, books, records, and/or contents County agrees

to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after County's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE2 Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the County.

40.02 Habitation. The LTE2 Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE2 Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE2 Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE2 Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LTE2 Site, including a prompt report thereof to the County. LA-RICS AUTHORITY shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE2 Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE2 Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE2 Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County in its sole discretion.

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

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

California Administrative Code upon the future cancellation or termination of this Agreement.

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

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

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE2 Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS

AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

53. RECYCLED BOND PAPER

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

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

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

A California Joint Powers Authority

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Chief Executive Officer

By: _____
Scott Edson
Executive Director

By: _____
David Howard
Assistant Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

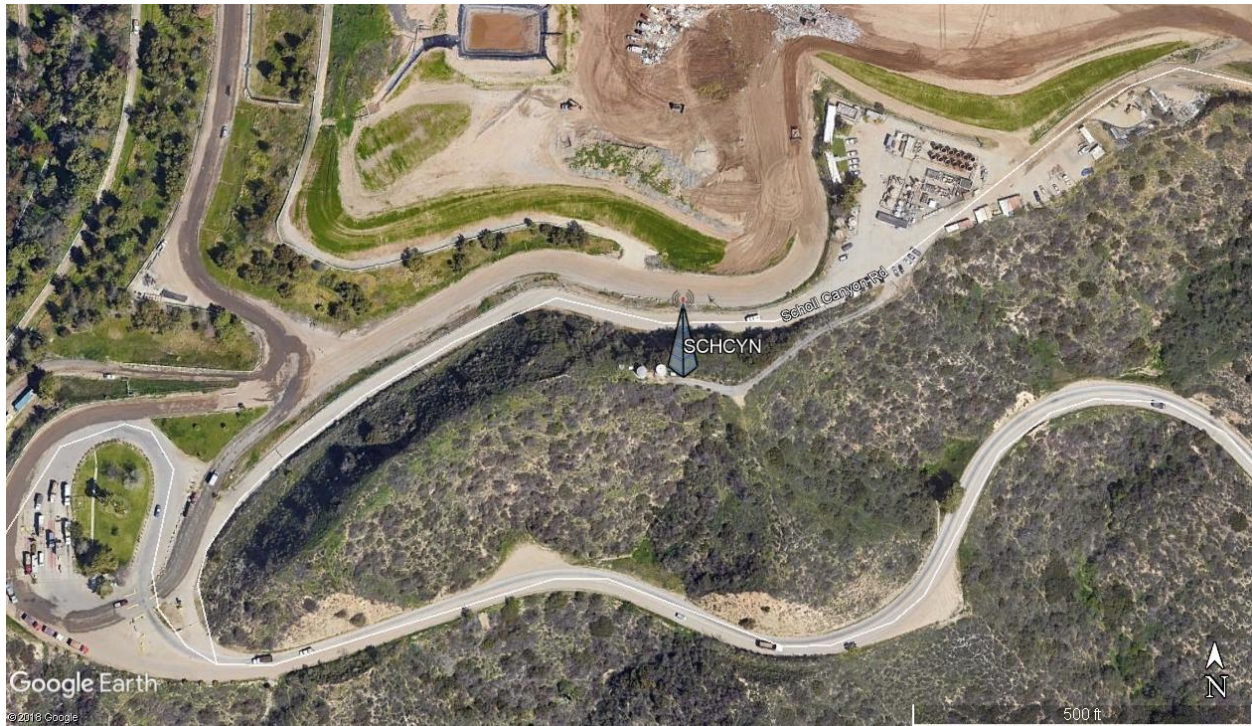
APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A SITE DESCRIPTION



Scholl Canyon Landfill (SCHCYN) Telecommunications Site
3001 Scholl Canyon Road
Glendale, CA 91206

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
SCHCYN	Scholl Canyon	Los Angeles County	3001 Scholl Canyon Road	Glendale	CA	91206	5

EXHIBIT B

EQUIPMENT LIST

Scholl Canyon (SCHCYN) Telecommunications Site

New 70' Monopole Structure (1),

New Equipment Cabinets (4),

New Antennas (4) per sector (3) sectors total,

New Microwave Dish (1),

New 22 Kw Generator (1),

EXHIBIT C

SITE PLAN

Scholl Canyon (SCHCYN) Telecommunications Site

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

TERM SHEET

SCHOLL CANYON LANDFILL

This Term Sheet is an expression of intention only and, except as expressly set forth below, is not to be construed as a binding agreement.

Site Access Agreement	
Licensor:	County of Los Angeles, a Body Corporate and Politic
Licensee:	The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority
Operator:	County Sanitation District No. 2 of Los Angeles County
Licensed Premises:	Scholl Canyon Landfill
License Term:	Three Years
License Fee:	Gratis during original three year term
License Use:	Use the Licensed Premises for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a Long Term Evolution ("LTE") communication site as part of the LA-RICS LTE system ("LA-RICS LTE System").
Maintenance:	Licensee shall be responsible for maintenance of the Licensed Premises
Access:	Operator agrees to grant access to Licensee to the Licensed Premises
Utilities:	Licensee shall be responsible for all utilities.
Assignment:	Upon 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") the LTE site shall be 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") and this Site Access Agreement shall be assigned or a new instrument shall be entered into by AT&T. Upon assignment or execution of a new instrument AT&T, shall begin payment of a License Fee, to be negotiated by and between AT&T and Operator, for the granting of use and access of the LTE site to AT&T, County shall permit up to a 15 year extension.

COMMUNICATIONS SITE LICENSE AGREEMENT

between

COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY

and

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

EFFECTIVE DATE:

TABLE OF CONTENTS

1.	DEFINITIONS.....	1
2.	LICENSE AREA	5
2.1	Grant and Scope.....	5
2.2	License Area Condition	6
2.3	Certified Access Specialist Disclosure	6
2.4	No Right to Record	6
3.	USE.....	6
3.1	Permitted Use; Equipment	6
3.2	Prohibited Uses	7
3.3	Access	7
3.3.1	Licensee Access	7
3.3.2	Entry and Inspection	7
3.4	Utilities.....	8
3.5	Tests and Surveys	8
3.6	Modifications; Alterations	8
3.7	Equipment Removal; Replacements; Routine Maintenance.....	9
3.8	Construction and Installation Activities.....	9
3.8.1	Structural Review.....	9
3.8.2	Performance Standards	9
3.8.3	Licensee's Contractors	9
3.8.4	Labor and Material Costs.....	10
3.8.5	Coordination; Supervision	10
3.8.6	Staging Area.....	10
3.8.7	As-Built Site Plans.....	11

3.9	Mineral and Water Rights	11
3.9.1	General	11
3.9.2	Mineral Rights	11
3.9.3	Notice	12
4.	TERM	12
4.1	Initial Term; Renewal Term(s)	12
4.2	Holdover Term.....	13
5.	LICENSE FEE; OTHER PAYMENTS TO THE DISTRICT	13
5.1	Base License Fee.....	13
5.2	Alternative Consideration	13
5.3	Favorable Consideration	14
5.4	Renewal Term Adjustments.....	14
5.5	Late Charges	14
5.6	Interest.....	14
5.7	Administrative Fees	15
5.8	Payment Procedures.....	15
6.	GOVERNMENTAL APPROVALS	15
6.1	Proprietary Capacity Acknowledgment	15
6.2	Permits and Other Governmental Approvals	16
7.	MAINTENANCE	16
7.1	Licensee's Maintenance Obligations.....	16
7.2	District's Maintenance Obligations	16
8.	INTERFERENCE	17
8.1	Licensee's Interference Obligations	17
8.2	District's Interference Obligations	17

8.3	District's Governmental Communications	18
9.	TAXES.....	18
9.1	Title to Licensee's Equipment and Improvements	18
9.2	Possessory Interest Taxes	18
9.3	Licensee's Tax and Assessment Obligations	19
9.4	Licensee's Right to Contest Taxes or Assessments	19
10.	LIENS	19
11.	INDEMNIFICATION.....	19
11.1	Licensee's General Indemnification Obligations	20
11.2	Licensee's Indemnification for Personnel Injuries.....	20
11.3	Licensee's Defense of the District.....	20
12.	ENVIRONMENTAL PROVISIONS	21
12.1	Licensee's General Environmental Obligations	21
12.2	Hazardous Substances.....	21
12.3	Licensee's Response to Hazardous Substance Release.....	21
12.4	Self Help	22
12.5	Licensee's Environmental Indemnification Obligations	22
12.6	Licensee's Liability for Hazardous Substance Release.....	23
13.	INSURANCE.....	23
13.1	Licensee's Insurance Obligations.....	23
13.1.1	Required Endorsements	23
13.1.2	Claims-Made Policies	24
13.1.3	General Aggregate Limit	24
13.1.4	Insurer Qualifications.....	24
13.1.5	Certificates; Effective Dates	24

13.1.6	Self-Insurance	25
13.2	Contractors' Bonds Insurance	25
13.3	No Limitation on Indemnification Obligations.....	25
13.4	District's Termination Right.....	25
14.	ASSIGNMENT; SUBLICENSE	25
14.1	Assignment	26
14.2	Sublicense (Colocation)	26
14.3	Continuing Obligation	26
15.	DEFAULT; REMEDIES	27
15.1	Defaults and Cure Periods	27
15.2	Sums Paid During Default	27
15.3	No Consequential Damages	27
15.4	No Personal Liability for District Officials, Employees or Agents	28
15.5	Cumulative Remedies	28
16.	TERMINATION.....	28
17.	REMOVAL AND RESTORATION	28
18.	CONDEMNATION	29
18.1	Permanent Takings.....	29
18.1.1	Termination and Award	29
18.1.2	No Statutory Right to Terminate.....	29
18.1.3	Temporary Takings.....	29
19.	DESTRUCTION.....	30
20.	NOTICES.....	30
21.	BANKRUPTCY	31
22.	SECURITY DEPOSIT.....	31

22.1	Amount	31
22.2	Application or Use	32
23.	MISCELLANEOUS	32
23.1	Interpretation; Construction	32
23.2	Unenforceability; Severability	33
23.3	Time for Performance; Force Majeure	33
23.4	Integration; Entire Agreement	34
23.5	Successors and Assigns.....	34
23.6	Amendments or Modifications	34
23.7	Waivers	34
23.8	Governing Law; Venue;	34
23.9	Government Claims Act	35
23.10	Public Records Act Disclosure	35
23.11	Estoppels	35
23.12	Brokers	36
23.13	Survival	36
23.14	Submission for Inspection; No Offer	36
23.15	Execution; Counterparts.....	36
23.16	Delegation of District.....	36
EXHIBIT A.....		1
EXHIBIT B-1.....		2
EXHIBIT B-2.....		3
EXHIBIT C		4

COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement ("**License**") dated _____, 2018, ("**Effective Date**") is between **County Sanitation District No. 18 of Los Angeles County**, a county sanitation district organized and existing under California Health and Safety Code §§ 4700 *et seq.*, ("**District**") and **Los Angeles Regional Interoperable Communications System Authority**, a Joint Powers Authority, ("**Licensee**" or "**LA-RICS AUTHORITY**"). The District and Licensee are each referred to in this License as a "**party**" and collectively as the "**parties**".

A. The District owns that certain real property commonly known as the Puente Hills Landfill, located at 13130 Crossroads Parkway South in the City of Industry, County of Los Angeles, State of California ("**Property**"), as depicted in **Exhibit A**.

B. The District and others, including County Sanitation District No. 2 of Los Angeles County ("**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 Property. District No. 2 approves this License and will administer it on behalf of the District.

C. Licensee was established pursuant to a Joint Powers Agreement dated January 2009 for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as "**LA-RICS**."

D. Licensee desires to license from the District, and the District desires to license to Licensee, certain ground space on the Property ("**License Area**") for the Permitted Use as defined in Section 3.1 (Permitted Use; Equipment) below, together with additional non-exclusive license for access and utilities, all as more particularly described and depicted in **Exhibits B-1 and B-2**.

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

The District and Licensee therefore agree as follows:

1. **DEFINITIONS**

"Access Route" means the non-exclusive license for physical ingress and egress over the Property from Workman Mill Road to the License Area in the location shown on **Exhibit B-2**.

"Access Route Maintenance Expenses" means all costs, if any, incurred by the District, in its sole and absolute discretion to: (1) operate, maintain, and/or repair the Access Route, which includes without limitation all related costs for labor and material, so as to keep the Access Route in a neat, clean, safe, and good condition as determined by the District in its sole and absolute discretion; (2) add or replace improvements on, under or over the Access Route mandated under any applicable Laws; or (3) replace improvements on, under or over the Access Route as amortized over their useful lives. Access Route Maintenance Expenses do not include any maintenance, repairs or replacements in connection with damage to the Access Route (other than ordinary wear and tear) caused by Licensee, its Agents or Invitees.

"Affiliate" means any person or entity that directly or indirectly Controls, is Controlled by or is under Common Control with Licensee.

"Agent" means any agent, employee, officer, official, contractor, subcontractor and/or representative of a party to this License in relation to the License Area.

"Approved Plans" means signed Exhibit C that shows the particular locations and configurations of the Equipment permitted under this License.

"Assignment" means as follows: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as may be amended or superseded.

"Best Management Practices" means all those environmental or operational standards or guidelines for common and accepted practices appropriate for the business that Licensee and its Agents or Invitees engage in on the Property and/or such guidelines as have been articulated by pertinent trade associations, professional associations or regulatory agencies.

"Broker" means any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the license contemplated herein.

"Chief Engineer" means the District's Chief Engineer and General Manager, or his/her designee.

"Claim" means any and all liabilities, losses, costs, claims, judgments, settlements, damages, administrative actions, liens, fines, penalties and expenses, whether direct or indirect.

"Commencement Date" means the first day of the month in which the Licensee begins construction.

"Common Control" means, for purposes related to Affiliate(s) in Section 14 (Assignment; Sublicense), two entities that are both controlled by the same third entity.

"Control" means, for purposes related to Affiliate(s) in Section 14 (Assignment; Sublicense), as follows: (a) as to a corporation, the ownership of stock having the right to exercise more than 50 percent of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; or (b) as to partnerships and other business associations forms, ownership of more than 50 percent of the beneficial interest and voting control of such association.

"Court" means Los Angeles County Superior Court.

"Days" means "calendar days," except where expressly stated to be "business days."

"District's Indemnified Parties" means the District, County Sanitation District No. 2 of Los Angeles County and their respective Agents, officers, directors, employees, invitees and their respective heirs, legal representatives, successors and assigns.

"District's Tower Rights" means the exclusive right by District to use all space on the Telecom Pole located 40' and below for itself or to lease or license the use of such space to a third party.

"Effective Date" means the date the District Board signs and approves the license that has been signed by the Licensee.

"Environmental Costs" means any and all damages, fines, costs and fees that arise from: (i) any violation of or material noncompliance with any applicable Environmental Laws; (ii) any violation of or material noncompliance with any environmental provision in this License; (iii) immediate response, remediation and restoration actions; (iv) governmental oversight and participation; (v) reasonable fees and costs for project managers, attorneys, legal assistants, engineers, consultants, accountants and experts, whether employed with the damaged party or not; (vi) any diminution in value, loss or restriction on use of the Property; and (vi) any damages, fines, costs or fees whether taxable as costs or not, incurred before, at or after any administrative or judicial proceeding, appeal or any other judicial review.

"Environmental Laws" means any and all Laws which govern materials, substances, regulated wastes, emissions, pollutants, water, storm water, ground water, wellfield and wellhead protection, cultural resources protection, animals or plants, noise or products and relate to protection for health, safety or the environment and natural resources, including land, sediments, water, groundwater and stormwater.

"Equipment" means monopoles, lattice towers, antennas, antenna support structures and any associated utility or equipment boxes, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables, wiring and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to install Equipment at the License Area, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds and any approved signage attached to Equipment.

"Governmental Approvals" means any governmental or regulatory licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

"Government Claims Act" means California Government Code §§ 810 *et seq.*, as may be amended or superseded.

"Hazardous Substance" means any and all substances, materials, pollutants, contaminants or products defined as or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any applicable Environmental Laws. The term "Hazardous Substance" also includes, but is not limited to: (1) fuels, petroleum or petroleum-based products; or (2) any material or substance defined as a "hazardous substance," or "pollutant" or "a

"Invitee" means any Agent, client, customer, invitee, guest, tenant, subtenant, licensee, sublicensee, site manager or assignee and sublicensee of a party to this License in relation to the License Area.

"Laws" means all present and future laws, statutes, ordinances, codes, orders, regulations and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

"License Area" means that certain ground space on the Property more particularly described and depicted in **Exhibit B-1** attached hereto and incorporated herein.

"Licensee's Indemnified Parties" means the Licensee and its member agencies in Licensees Joint Power Authority respective Agents, officers, directors, employees, attorneys and invitees and their respective heirs, legal representatives, successors and assigns.

"LMR Facility" means Land Mobile Radio communications facility, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Equipment List.

"LMR Vendor" means any third-party contractor, including Motorola Solutions, Inc., Licensee has retained to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS.

"Permitted Use" means construct, install, operate, maintain, remove, replace and repair the Equipment, in certain locations and configurations to transmit and receive wireless communications signals operated in compliance with all applicable Laws, and as is defined in Section 3.1 (Permitted Use; Equipment).

"Property" means that certain real property commonly known as Puente Hills Landfill, located at 13130 Crossroads Parkway South in the City of Industry, State of California, as depicted in **Exhibit A**.

"Release" means, with respect to any Hazardous Substance, any actual or imminent discharging, disposing, dumping, emitting, emptying, escaping, injecting, jettisoning, leaching, leaking, pouring, pumping, releasing, or spilling on, under or about the License Area, Access Route, Utilities Route or Property.

"Staging Area" means certain space on the Property contiguous with the License Area to the extent reasonably necessary to construct and/or install the Equipment that Licensee may use on a temporary and non-exclusive basis, and as is more particularly described in Section 3.8.6 (Staging Area) below.

"Tests" means tests, surveys, and other reasonably necessary inspections, and as is defined in Section 3.5 (Tests and Surveys).

"Utilities Route" means the non-exclusive license for utility installation on, under or over the Property from Workman Mill Road to the License Area in the location shown on **Exhibit B-2**.

2. LICENSE AREA

2.1 Grant and Scope

In exchange for District's Tower Rights (as defined in Section 5.1), and subject to the terms and conditions in this License, the District licenses to Licensee the License Area, together with a non-exclusive right to use the Access Route and Utilities Route, for only the Permitted Use under this License and for no other purpose whatsoever without the District's prior written consent, which consent shall not be unreasonably withheld, conditioned, or denied. Licensee acknowledges that this License does not grant Licensee any interest in the Property in whole or in part. This License and all Licensee's rights and/or privileges to use the License Area will remain subject and subordinate to all recorded leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, that exist prior to the Effective Date.

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

2.2 License Area Condition

Except as may be specifically and explicitly provided otherwise in this License, the District makes no warranties or representations whatsoever about the Property's condition, fitness or suitability for Licensee's use. Licensee acknowledges its personal inspection of the License Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the License Area in its present "AS-IS" and "**WITH ALL FAULTS**" condition. Licensee expressly acknowledges and agrees that neither the District nor its Agents made any warranties, representations or promises to Licensee or its Agents about the Property, in whole or in part, the License Area, in whole or in part, or any aspect about the Property or License Area including without limitation any structures or improvements, utilities or Hazardous Substances.

2.3 Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, and to the extent applicable to this License, the District expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

2.4 No Right to Record

This License does not create or convey any real property right, title or interest in the License Area, in whole or in part. Licensee may not record this License or any memorandum or other instrument in reference to this License without the District's prior written consent, which the District may withhold or condition in its sole and absolute discretion.

3. USE

3.1 Permitted Use; Equipment

After the Commencement Date, Licensee (and/or its member agencies, the LMR Vendor and/or Agents) may use the License Area to construct, install, operate, maintain, replace, remove and repair the LMR Facility, which typically consists of, without limitation, the Equipment and other materials as may be deemed necessary by Licensee, in the locations and configurations more particularly described in **Exhibit C ("Approved Plans")**, to transmit and receive land mobile radio wireless communications signals operated in compliance with all applicable Laws (the "**Permitted Use**"), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without the District's prior written consent, which shall not be unreasonably withheld, conditioned, or denied.

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

3.2 Prohibited Uses

Licensee may use the License Area only for the Permitted Use. Without limiting the generality of the foregoing, Licensee shall not use the License Area in whole or in part in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that interferes with the maintenance or operation or future operation (including any post-closure activities) of the District's closed landfill, or constitutes a nuisance either under applicable Laws or as determined by the District in its reasonable discretion. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area. Licensee acknowledges and agrees that its rights under this License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area, except signs that may be required under applicable Laws for site identification and/or public health and safety reasons.

3.3 Access

3.3.1 Licensee Access

Except as may be specifically provided otherwise in this License, Licensee, its member agencies, the LMR Vendor, and Agents may use the Access Route, 24 hours per day and 7 days per week, for overland vehicular and pedestrian ingress and egress between the License Area and Workman Mill Road for purposes reasonably related to the Permitted Use. The District may impose reasonable rules and regulations on the manner in which Licensee uses the Access Route, which includes without limitation rules and regulations (1) for the locations in which Licensee, its Agents, Invitees and other personnel may park vehicles and equipment on the Access Route; (2) necessary to secure the Property; (3) necessary to ensure access to the Property for all users authorized by the District; and (4) necessary to maintain the safety of the traveling public on and around the Property. The District will issue to Licensee, and Licensee shall safeguard and not share with others, any keys or codes necessary to access the License Area via the Access Route. Licensee further acknowledges and agrees that Licensee's right to use the Access Route is non-exclusive and that the Access Route may be used by the public, District's employees and contractors and other licensees of the District.

3.3.2 Entry and Inspection

The District and its Agents may, after 24-hour advance written notice and at any time without notice in case of emergency or for any purpose related to protecting the Property, enter onto and inspect the License Area; provided, however, the District shall endeavor to access the License Area in the presence of an Licensee representative. The District shall use its best efforts to minimize any inconvenience or disturbance to Licensee when entering the License Area. During the six (6) months before the expiration of the Term, the District may show the License Area to prospective licensees at times approved by Licensee and in the presence of Licensee or its Agent. In an emergency, as determined by the District in its sole and absolute discretion, the District may enter on or pass through the License Area; provided, however, that under no circumstance shall the District access Licensee's equipment cabinets. If, under such emergency circumstances, Licensee is not present to open the License Area, the District may enter by any means without liability to Licensee except if the District fails to exercise reasonable care under the circumstances. The District's actions under this Section 3.3.2 will not constitute an actual or constructive eviction or relieve Licensee of any obligation with respect to making any repair, replacement or improvement or for complying with any law, order, or requirement of any government or other District. No provision of this License will be construed as obligating the District to perform any maintenance, repairs, alterations or improvements.

3.4 Utilities

Licensee shall be solely responsible to secure its own utilities for its Permitted Use and will not be permitted to submeter from any electrical service provided to the District. Licensee shall timely pay when due all charges for all utilities furnished to the LMR Facility.

3.5 Tests and Surveys

At any time throughout the Term, Licensee will have the right, but not the obligation, to conduct necessary non-invasive and non-destructive tests, surveys and other reasonably necessary inspections, including but not limited to soil borings, percolation test, engineering reports, or environmental investigations, (collectively "**Tests**") on the License Area, Access Route and/or Utilities Route to determine suitability for the Permitted Use and/or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act provided that (1) Licensee has first furnished the District with all up-to-date insurance documentation required in Section 13 (Insurance) under this License; (2) Licensee has provided the District with at least a 24-hour prior notice; (3) Licensee complies with all the District's rules and regulations necessary to avoid undue interference with other authorized activities or operations on the Property; and (4) Licensee shall promptly return any areas on the Property affected by any Tests to the condition that existed immediately prior to such Tests, reasonable wear and tear excepted. Without limiting the foregoing, Licensee shall not conduct any soil borings without the express written permission of the District.

3.6 Modifications; Alterations

Licensee may not modify or alter the License Area in any manner other than to install, maintain, replace, and operate the LMR Facility in accordance with the documentation attached hereto as **Exhibit C** and/or as permitted elsewhere herein, without the District's prior written consent, which consent the District shall not unreasonably withhold, condition, or deny'. Notwithstanding the foregoing, Licensee may modify or alter infrastructure, shelters, Equipment, and/or related improvements or that may be required as a result of FCC rules or regulations without the District's prior consent; provided, however, that Licensee shall provide the District with written notice within ten (10) calendar days after any modification or alteration work occurs. After Licensee completes any approved modification or alteration to the Equipment or License Area, Licensee shall produce or cause to be produced a revised **Exhibit C** that shows all Equipment and other improvements in their current, as-built location and configuration. Such revised **Exhibit C** will not become effective until both parties sign each page thereto.

3.7 Equipment Removal; Replacements; Routine Maintenance

At any time after the Commencement Date, Licensee may remove any Equipment, repair or replace any damaged or inoperable Equipment with substantially similar and technologically equivalent Equipment and perform routine maintenance without the District's prior consent.

3.8 Construction and Installation Activities

3.8.1 Design Review

The Licensee shall furnish and submit to the District copies of project plans and specifications (along with any other information reasonably requested by the District) for the LMR Facility at the 100% design state, for the District's review and approval. Licensee agrees to discuss with District the District's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain the District's approval prior to implementation of said plans.

Conceptual site plans for the LMR Facility are identified in Exhibit C. Upon the Licensee's and District's (or District's authorized agent's) approval of the final site plan for the LMR Facility, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. The District agrees that it will approve or deny approval of all plans and specifications within ten (10) business days of receipt of said plans and specifications; the failure of the District to respond within the time provided shall be deemed District's approval of said plans and specifications.

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

The District shall work cooperatively and expeditiously with the Licensee to complete review of any project plans and specifications, so as not to delay the design and construction of the LMR Facility.

3.8.2 Structural Review

Licensee may not commence any construction or installation activities on the Property that involves new structures or increased loading on existing structures without prior written approval from the District's Chief Engineer, which approval shall be not be unreasonably withheld, conditioned, or delayed. Licensee shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form acceptable to the District. The District shall approve or reject them as provided herein' within [_14_] days after receipt of such request for approval. The failure of the District to respond within the time

provided shall be deemed District's approval of the engineering plans, specifications, and structural analysis report. Notwithstanding the foregoing or any language to the contrary contained within this License, in the event of an emergency that requires LA-RICS to temporarily add new structures or increase loading on an existing structure, LA-RICS may temporarily do so, and thereafter seek the required written approval from the District's Chief Engineer.

3.8.3 Performance Standards

Licensee, its Agents, employees, contractors and subcontractors shall perform all work on the Property and License Area in a good, safe and workmanlike manner, in strict compliance with all applicable Laws. All installed Equipment must be high quality, safe, fire resistant and current industry standard, all as approved in the reasonable discretion of the District.

3.8.4 Licensee's Contractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. At least ten (10) calendar days before any work commences on or about the License Area that requires the District's prior approval, Licensee shall provide the District a notice by email at property@lacs.org with: (1) a schedule with all activities to be performed in connection with the work; (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will perform the work, and (3) proof of insurance from all of Licensee's contractors showing the District, as "LA-RICS site lessors and licensors," as additional insured on all insurance policies. In the case of emergency, Licensee shall provide the District with notice of the work performed on or about the License Area as soon as practicable after discovery of the emergency.

3.8.5 Labor and Material Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, and installing all Equipment in accordance with all applicable Laws. Licensee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit.

In connection with any construction, alteration, demolition, installation or repair work performed at the License Area, Licensee shall pay no less than the prevailing wages ascertained and published by the California Department of Industrial Relations and on file with the County's Board of Supervisors, or the applicable federal Davis-Bacon Wage Determinations, whichever is greater. Licensee shall cause notice of prevailing wages to be posted as required by the California Labor Code and other applicable Laws.

3.8.6 Coordination; Supervision

Licensee must coordinate all its installation, construction and other work on or about the License Area with the District so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, the District or the District's operations, or the operations of any other licensees of the Property. The District may, but will not be obligated to, supervise or inspect any construction activities in connection with this License that require the District's prior review and approval. Upon a written demand from the District, Licensee shall reimburse the District for its actual cost incurred to supervise or inspect such construction activities, provided the parties agree to level of supervision or inspection by the District and federal grantor approves these costs.

3.8.7 Staging Area

For no more than ninety (90) continuous days or as many days as may be subsequently agreed to by the parties as needed, after Licensee commences construction work at the License Area, Licensee may use, on a temporary and non-exclusive basis, certain space on the Property contiguous with the License Area (as designated by the District) to the extent reasonably necessary to construct and/or install the Equipment and subject to the District's prior approval ("**Staging Area**"). The District may withhold or revoke its consent to allow Licensee to use any Staging Area if Licensee's use interferes with other persons or entities authorized to use the Staging Area or any area surrounding the Staging Area. After completion of the construction work or upon expiration or termination of the right to use the Staging Area, Licensee shall restore the Staging Area to its preconstruction condition. Licensee shall indemnify, defend and hold harmless the District from any and all claims, liabilities, injuries, damages, losses, causes of action, lawsuits, liens, fees and costs (including reasonable attorneys' fees) arising from or related to any act, omission, or negligence of Licensee or any of its employees, agents, representatives or contractors in connection with the work in, on or around the Staging Area. The foregoing indemnity survives the termination or expiration of Licensee's right to use the Staging Area. Licensee shall ensure that the insurance required to be obtained and maintained by Licensee under this License covers all activities of Licensee and its employees, agents, representatives, and contractors in, on and around the Staging Area.

3.8.8 As-Built Site Plans

Within ninety (90) calendar days after Licensee completes any construction work on the Property that requires the District's prior review and approval, Licensee shall furnish the District with as-built site plans that depict all the Equipment and any improvements in the then-current location and configuration. Licensee shall also provide such as-built site plans in a native or portable document format.

3.9 Mineral and Water Rights

3.9.1 General

The District reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the License Area, and any part thereof, and to enter the License Area for any and all such purposes. The District also reserves the right to grant easements, rights-of-way, and permits in, over, upon, through, across and along any and all portions of the License Area for all such purposes described in the preceding sentence. The District shall not exercise any rights reserved under this Section 3.9.1 so as to interfere unreasonably with Licensee's operations or access under this License or to impair the security of any secured creditor of Licensee. The District agrees that rights granted to third parties by reason of this Section 3.9.1 must contain provisions that the surface of the License Area will be restored as nearly as practicable to its original condition upon the completion of any construction.

3.9.2 Mineral Rights

The District reserves to itself, its successors and assigns, and excepts from the License Area, any and all oil, oil rights, petroleum, minerals, mineral rights, natural gas rights, and other hydrocarbon substances by any name known whatsoever, geothermal resources (as defined in California Public Resources Code § 6903), and all products derived from any of the foregoing, that may be within or under the land, together with the perpetual right of drilling, mining, exploring, prospecting and operating therefore and storing in and removing the same from the License Area or any other land, including the right to whipstock or directionally drill and mine from lands other than those conveyed hereby, oil or gas wells, tunnels and shafts into, through or across the subsurface of the License Area, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, re-tunnel, equip, maintain, repair, deepen and operate any such wells or mines; without, however, the right to enter, drill or re-drill, tunnel or re-tunnel, equip, maintain, repair, mine, store, explore, prospect, remove, whipstock or directionally drill or to bottom and/or operate on, from or through the surface or the upper 500 feet of the subsurface of the License Area. The District further reserves to itself, its successors and assigns and exempts from the License Area, any rights to subsurface storage of brine, carbon, water or other substances. The District further reserves to itself, its successors and assigns, the exclusive right to grant and transfer all or a portion of the rights reserved in this Section 3.9.2.

3.9.3 Notice of Relocation

At least six (6) months prior to exercising any of its mineral rights on the License Area, the District shall have the right to request relocation of the LMR Facility, or any portion thereof, on no more than one occasion during the term hereof, to another location on the Property, by providing written notice of any drilling, exploration or production plans to the Licensee. Licensee shall be responsible to relocate any of its Equipment or operations on the License Area so as to not interfere with District's plans and District shall be responsible to relocate any of its Equipment or operations on the License Area. Licensee's service will not be interrupted, and Licensee shall have the right to place a temporary communications site and antenna structure on the Property at a mutually agreed upon location during any such relocation; provided that the alternate site: (i) is substantially similar to LA-RICS AUTHORITY's current Licensed Area in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 3 hereof, (iii) does not materially interfere with any portion of the LMR Facility or the LA-RICS system or equipment, and (iv) allows for substantially similar coverage area as the LMR Facility being relocated. For any relocation found under this Section 3.9.3, the District shall pay all costs incurred by Licensee for relocating Licensee's LMR Facility and Equipment.

4. TERM

4.1 Initial Term; Renewal Term(s)

The initial term of this License (the "**Initial Term**") will commence on the Commencement Date and will automatically expire fifteen (15) years from the Commencement Date unless earlier terminated in accordance with this License. After the Initial Term expires, this License will automatically renew for four (4) additional 5-year terms (each a "**Renewal Term**") unless Licensee is in default, at the time the Initial Term or any Renewal Term, subject to applicable cure periods as defined in Section 15.1. If Licensee is in default, at the time of expiration of the Initial Term or any Renewal Term, as applicable, subject to applicable cure periods as defined in Section 15.1, this License will not be renewed and will terminate effective as of the expiration of the Initial Term or applicable Renewal Term. In addition, this License will not be renewed and will terminate on the date of expiration of the Initial Term or applicable Renewal Term if either party notifies the other party that the notifying party does not intend to renew this License within one-hundred and eighty (180) calendar days before the Initial Term or Renewal Term, if any, expires. The Initial Term and any applicable Renewal Term(s) are hereinafter referred to as the "**Term**." Upon termination of the License as described in this Section 4.1, the parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this License.

4.2 Holdover Term

If Licensee continues to use or occupy the License Area after this License expires, then (1) this License will automatically convert to a month-to-month license on the same terms and conditions

(the "**Holdover Term**")"; and (2) either the District or Licensee may terminate such license with a ninety (90) calendar day written notice for any or no reason.

5. LICENSE FEE; OTHER PAYMENTS TO THE DISTRICT

5.1 Base License Fee

District shall have the exclusive right, in accordance with Section 14.2 below, to use all space on the Telecom Pole located 40' and below for itself or to lease or license the use of such space to a third party ("**District's Tower Rights**"). District's use of District's Tower Rights' space shall be determined in the sole discretion of District.

5.2 Administrative Fees

For any approval under this License for which the District's prior consent is required, any such costs associated with the District's review will be waived for Licensee. Notwithstanding the foregoing or any language to the contrary contained herein, Licensee shall reimburse District for their legal and design review up to a sum of \$6,000.

6. GOVERNMENTAL APPROVALS

6.1 Proprietary Capacity Acknowledgment

The District and Licensee expressly acknowledge and agree the District enters this License solely in its proprietary capacity as the owner of the Property and not in its capacity as a Sanitation District, or in any regulatory capacity. Licensee acknowledges and agrees that any federal or state Laws applicable to the District in its regulatory capacity will not be applicable to the District in its proprietary capacity and Licensee will not seek to have such Laws applied to the District or any approval, disapproval, act or failure to act in connection with this License. Licensee further acknowledges and agrees that (1) only the terms and conditions in this License will govern the criteria and timeframes for the District's decisions or actions in its proprietary capacity in response to Licensee's requests for approvals in connection with this License; (2) any approval or disapproval the District may issue in its proprietary capacity in connection with this License will not be deemed to be an approval or disapproval the District may be required to issue in its regulatory capacity; and (3) any approval or disapproval the District may issue in its proprietary capacity will not give preference to Licensee or Licensee's applications over other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

6.2 Permits and Other Governmental Approvals

Licensee shall not commence any work at the License Area until Licensee obtains all necessary Governmental Approvals, which may include without limitation a conditional use permit, grading

permit, building permit and any other permit obtained through any other County of Los Angeles department, and tenders full and complete copies for each Governmental Approval to the District. Subject to the provisions and limitations in Section 6.1 ("**Proprietary Capacity Acknowledgment**"), and only to the extent permissible under applicable Laws, the District will reasonably cooperate with Licensee's efforts to obtain and maintain all necessary Governmental Approvals.

7. MAINTENANCE

7.1 Licensee's Maintenance Obligations

At all times throughout the Term, Licensee shall maintain, repair and secure its Equipment and all other personal property and improvements brought onto the Property in good, orderly and safe condition. Licensee shall keep the License Area free of debris, graffiti and any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference, and shall correct any such conditions within thirty (30) days after notice. Licensee shall post, and at all times maintain in good condition, a sign on the License Area, in a location reasonably acceptable to both the District and Licensee, that contains (1) the site operator name; (2) the site identification or reference number that corresponds with this facility; and (3) a working telephone number that connects to a live person that can exert or coordinate power-down control over the Equipment.

7.2 District's Maintenance Obligations

The District shall not be responsible for repairs to or maintenance of the License Area, Staging Area while being used by Licensee, or Equipment, or for any associated costs. Notwithstanding the foregoing or any language to the contrary contained herein, the District or the District's licensee, shall solely be responsible to maintain, at its sole expense, the Equipment installed by the District or the District's licensee under the District's Tower Rights. The District shall maintain, at its sole expense, the Access Route in a manner sufficient to allow access, weather and seasonal conditions permitting. For Access Route maintenance purposes, the District, in its sole discretion, may assess Licensee an Access Route maintenance fee in an amount reasonably proportional to the accelerated wear and tear caused by Licensee's Access Route use. Licensee hereby agrees to pay its reasonable proportionate share of such maintenance costs within thirty (30) days of receipt of an invoice from the District. Notwithstanding the foregoing, the Licensee's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per assessment. If Licensee objects to any Access Route maintenance fee expense, then Licensee will be permitted to reasonably inspect any invoices and/or receipts directly related to the disputed expenses so long as Licensee first pays the full amount under protest. Licensee acknowledges that the Access Route as currently constructed and maintained is sufficient to provide it with access. The District will not under any circumstances be required under this License to expand or enlarge the Access Route.

The Access Route may be altered in design or location by the District provided that the alteration does not materially impair Licensee's ability to access the License Area. If Licensee causes any damage to the Access Route, Licensee shall promptly repair same at its sole expense.

8. INTERFERENCE

8.1 Licensee's Interference Obligations

Licensee shall not operate the Equipment, cause or allow others to operate the Equipment or use the License Area in a manner that causes Interference with other communication transmission or reception equipment lawfully used by the District, its Agents or any third parties authorized by the District to use the Property at the time this Agreement is entered into. After the Licensee receives written notice from the District that such Interference exists, the Licensee will be responsible to use reasonable efforts to cause such Interference to cease. The District agrees to reasonably cooperate with the Licensee's efforts to locate the Interference source. If the Licensee does not cure such Interference within a reasonable period of time, then the parties acknowledge that continued Interference with communication transmission or reception equipment lawfully used by Licensee may result in irreparable harm and, therefore, the District will have the right to terminate this License.

8.2 District's Interference Obligations

The District, its Agents, and other third-parties shall not operate communications equipment on the Property in a manner that causes Interference with other communication transmission or reception equipment lawfully used by Licensee. After the District receives written notice from Licensee that such Interference exists, the District will be responsible to use reasonable efforts to cause such Interference to cease. Licensee agrees to reasonably cooperate with the District's efforts to locate the Interference source. If District cannot cure Interference within a reasonable time, District shall relocate Licensee that is mutually acceptable to the parties and District's sole cost and expense, and the alternate site shall: (i) be substantially similar to LA-RICS AUTHORITY's current Licensed Area in size, (ii) be compatible with LA-RICS AUTHORITY's use pursuant to Section 3 hereof, (iii) not materially interfere with any portion of the LMR Facility or the LA-RICS system or equipment, and (iv) allow for a substantially similar coverage area as the LMR Facility being relocated. Nothing in this Section 8.2 is intended to limit, prohibit or enjoin the District from entering into any agreements with any third parties for uses on the Property similar to the Permitted Use.

8.3 District's Governmental Communications

Licensee acknowledges that the District may use communications Equipment on the Property in connection with its governmental, regulatory and/or operational functions, that such equipment

and/or the frequencies on which such equipment operates may change from time to time. If District cannot cure Interference within a reasonable time, District shall relocate Licensee that is mutually acceptable to the parties and District's sole cost and expense, and the alternate site shall: (i) be substantially similar to LA-RICS AUTHORITY's current Licensed Area in size, (ii) be compatible with LA-RICS AUTHORITY's use pursuant to Section 3 hereof, (iii) not materially interfere with any portion of the LMR Facility or the LA-RICS system or equipment, and (iv) allow for a substantially similar coverage area as the LMR Facility being relocated '

Notwithstanding the foregoing or any language to the contrary found within this License, District will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising from, or attributable to, District's equipment. Where District's equipment, in combination with others, exceeds or violates such standards, District shall undertake immediate action with other relevant parties to mitigate and remedy such violations in a timely manner.

9. TAXES

9.1 Title to Equipment and Improvements

All Equipment and other improvements constructed, installed or placed on the License Area by Licensee or at Licensee's request or direction will be and at all times remain Licensee's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under applicable Laws or not. Without limiting the foregoing, this section shall apply to the Equipment described on **Exhibit C**. All Equipment and other improvements constructed, installed or placed on the License Area under District's Tower Rights by District or at District's request or direction will be and at all times remain District's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under applicable Laws or not.

9.2 Possessory Interest Taxes

Licensee understands and acknowledges that (1) this License and/or any improvements placed on the Property may create a possessory interest, as defined in California Revenue and Taxation Code § 107, subject to taxation; (2) Licensee will be required to timely pay any and all such possessory interest taxes arising from Licensee's use of the License Area; and (3) any transfer, assignment or sublicense in connection with this License, and any options to extend or renew this License, may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this License. Licensee further acknowledges that Licensee will have no claim for damages against the District for any possessory interest taxes levied against the

License Area or the Equipment because it received actual notice that this License may create a possessory interest and that Licensee would be solely liable for any and all taxes levied on such possessory interest.

9.3 Licensee's Tax and Assessment Obligations

Licensee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever (collectively, "**Impositions**"), which includes without limitation any possessory interest taxes, that arise from or in connection with Licensee's uses on the License Area or the Equipment that may be imposed on Licensee under Law. District agrees to pay when due and prior to delinquency any and Impositions, which includes without limitation any possessory interest taxes, that arise from or in connection with District's uses on the License Area or the Equipment that may be imposed on District under Law. Licensee and District shall not allow or suffer any lien for any Impositions to be imposed on the License Area or Equipment. If either party receives any Imposition notices on or in connection with the License Area or Equipment, then the party receiving the Imposition shall promptly forward the same to the other party, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to each party's Equipment.

9.4 Licensee's Right to Contest Taxes or Assessments

Licensee will have the right to contest any Impositions that Licensee disputes in good faith, so long as no lien attaches to the Property and Licensee complies with any bond, deposit, collateral or other requirements under applicable Law.

10. LIENS

Both parties shall keep the License Area free and clear from any and all liens or other Impositions in connection with any work performed, material furnished or obligations incurred by or for the respective party who requested any work performed, material furnished or obligations incurred. Both parties will inform all their respective contractors and material suppliers that provide any work, service, equipment or material to them in connection with the License Area that the License Area is public property not subject to any mechanics' liens or stop notices. If either party's contractor or material supplier files any lien or Imposition that attaches to the License Area, then that party shall promptly (but in no case later than thirty (30) calendar days after discovery) cause such lien or Imposition to be released. If said party does not cause such lien or Imposition to be released within the 30-calendar-day period, then the District will have the right, but not the obligation, to cause such lien or Imposition to be released in any manner the District deems proper, which includes without limitation payment to the lienholder, with or without notice to Licensee. The party causing the lien shall reimburse the other party for all costs and expenses incurred to cause such lien or Imposition to be released (which includes without limitation reasonable

attorneys' fees) within ten (10) calendar days after the party who caused the lien receives a written demand from the other party together with documentation to support such costs and expenses.

11. INDEMNIFICATION

11.1 Licensee's General Indemnification Obligations

Licensee, for itself and its successors and assigns, shall indemnify, defend with legal counsel acceptable to the District and hold the District's Indemnified Parties harmless from and against any and all Claims incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the License Area or arises in connection with Licensee's, its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this License to be observed or performed on Licensee's part; (3) Licensee's, its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from Licensee's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) above in this Section 11.1; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the License Area; all whether any negligence may be attributed to the District's Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the District's Indemnified Parties, but except to the extent that such Claim(s) arise from the District's Indemnified Parties' willful misconduct committed in bad faith or gross negligence. Licensee's obligations under this Section 11 include, reasonable fees, costs and expenses for attorneys, consultants and experts, and the District's costs to investigate any Claim. Licensee's duty to defend is independent of the duty to indemnify and Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the District's Indemnified Parties from any Claim that actually or potentially falls within this Section 11, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the District's Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution. Licensee's obligations under this Section 11 will survive the expiration or termination of this License.

11.2 District's General Indemnification Obligations

District, for itself, and approved sub-licensees, and its successors and assigns, shall indemnify, defend with legal counsel acceptable to the Licensee and hold the Licensee's Indemnified Parties harmless from and against any and all Claims incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the License Area or arises in connection with District's, its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (2) any failure or refusal by District

to observe or perform any term, covenant or condition in this License to be observed or performed on District's part; (3) District's, its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from District's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) above in this Section 11.1; or (6) any act, omission or negligence of District, its Agents or Invitees in, on or about the License Area; all whether any negligence may be attributed to the Licensee's Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Licensee's Indemnified Parties, but except to the extent that such Claim(s) arise from the Licensee's Indemnified Parties' willful misconduct committed in bad faith or gross negligence. District's obligations under this Section 11 include, reasonable fees, costs and expenses for attorneys, consultants and experts, and the Licensee's costs to investigate any Claim. District's duty to defend is independent of the duty to indemnify and District specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Licensee's Indemnified Parties from any Claim that actually or potentially falls within this Section 11, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Licensee's Indemnified Parties tender such Claim to District and continues at all times until such Claim's final resolution. District's obligations under this Section 11 will survive the expiration or termination of this License.

11.3 Licensee's Indemnification for Personnel Injuries

Licensee acknowledges that (1) the District has delegated to Licensee control over the License Area; and (2) the District is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the District shall not be liable for any Claim by Licensee's or its Agent's employee(s). Licensee agrees to fully indemnify, defend and hold the District harmless in the same manner as provided in Section 11.1 (Licensee's General Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the License Area. The foregoing indemnity survives expiration or termination of this License.

11.4 District's Indemnification for Personnel Injuries

District acknowledges that the Licensee is not a co-employer of any employee of District or any employee of District's Agents, and the Licensee shall not be liable for any Claim by District's or its Agent's employee(s). District agrees to fully indemnify, defend and hold the Licensee harmless in the same manner as provided in Section 11.2 (District's General Indemnification Obligations) against any Claim by any employee of District or its Agents that arises in connection with District's or its Agents' access, uses or other activities on or about the License Area. The foregoing indemnity survives expiration or termination of this License.

11.5 Licensee's Defense of the District

If any action or proceeding is brought against any District's Indemnified Parties in connection with any Claim, then the District will use good faith efforts to send prompt written notice to Licensee. At the time Licensee receives such written notice, Licensee shall, at Licensee's sole cost and expense, resist and defend such action or proceeding with legal counsel acceptable to the District. Licensee may not admit any liability or enter into any compromise or settlement agreement on any District's Indemnified Parties' behalf without the District's prior written consent. The District's legal counsel will be permitted to cooperate with Licensee and its legal counsel and to participate in any action or proceeding brought against any Indemnified Party in connection with any Claim.

11.6 District's Defense of the Licensee

If any action or proceeding is brought against any Licensee's Indemnified Parties in connection with any Claim, then the Licensee will use good faith efforts to send prompt written notice to District. At the time District receives such written notice, District shall, at District's sole cost and expense, resist and defend such action or proceeding with legal counsel acceptable to the Licensee. District may not admit any liability or enter into any compromise or settlement agreement on any Licensee's Indemnified Parties' behalf without the Licensee's prior written consent. The Licensee's legal counsel will be permitted to cooperate with District and its legal counsel and to participate in any action or proceeding brought against any Licensee's Indemnified Parties in connection with any Claim.

12. ENVIRONMENTAL PROVISIONS

12.1 'General Environmental Obligations

The parties shall manage and conduct their, their Agents' and their Invitees' activities on or in connection with the Property: (1) in compliance with all applicable Environmental Laws and applicable provisions in this License; (2) ' in accordance with all Best Management Practices applicable to the Equipment and the Permitted Use. The parties shall manage their, their Agents' and Invitees' activities on or about the Property, and as may be appropriate, secure the License Area, so as to prevent any noncompliance with any applicable Environmental Law or any applicable environmental provision in this License.

12.2 Hazardous Substances

The parties, their Agents and Invitees may use only those Hazardous Substances on or about the Property that are normally associated with the Permitted Use, and only in strict compliance with all applicable Environmental Laws. The parties shall use best efforts to minimize Hazardous Substance use on the Property and, to the extent commercially reasonable, use non-hazardous alternatives in the respective party's operations.

12.3 Response to Hazardous Substance Release

If any actual, threatened or reasonably suspected Release occurs for which either party is responsible under this License, then the responsible party shall immediately undertake and diligently pursue, at the responsible party's sole cost and expense, all action or actions necessary or appropriate to investigate, contain, stop, accomplish source control, remove and perform interim remediation in connection with such Release. The responsible party shall promptly send the other party written notice after the responsible party discovers facts about (1) an actual or reasonably suspected violation in connection with any Environmental Law related to the Property or this License; or (2) an actual or reasonably suspected Release on, under, from or adjacent to the Property.

12.4 Self Help

Except in an emergency or pursuant to a governmental order that requires immediate action, the District shall have the right (but not the obligation) to perform Licensee's environmental obligations under this Section 12 or any applicable Environmental Laws after the District provides Licensee with a fourteen (14) day written notice and a demand to perform the obligations in issue. The District shall charge Licensee, and Licensee shall promptly reimburse the District upon demand, for any Environmental Costs, which shall bear interest at the statutory rate then in effect from the date the District expends any such funds. However, the District may not perform Licensee's obligations under this Section 12 when, within the 14-day notice period, Licensee promptly notifies the District, begins and continues thereafter to diligently pursue full performance to completion of all obligations stated in the District's notice.

12.5 Licensee's Environmental Indemnification Obligations

If Licensee breaches or fails to perform any of its environmental obligations contained in this Section 12, or if any act, omission or negligence by Licensee or its Agents or Invitees results in any contamination on or about the Property or the License Area, in whole or in part, or in a Release from, on, about, in or beneath the Property or the License Area, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend with legal counsel acceptable to the District and hold harmless the District's Indemnified Parties from and against any and all Claims (including damages for decrease in value of the Property or License Area, any loss or restriction on the use of usable space on the Property or the License Area and sums paid to settle any Claims, which include reasonable attorneys' fees, consultants' fees, experts' fees and related costs) that arise during or after the Term and in relation to such Release or violation; all whether any negligence may be attributed to the District's Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the District's Indemnified Parties, but except to the extent that such Claim(s) arise

from the District's Indemnified Parties ' willful misconduct committed in bad faith or gross negligence. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any Hazardous Substance brought onto the Property or the License Area by Licensee, its Agents or Invitees and to restore the Property or the License Area to its condition that existed immediately before Licensee introduced such Hazardous Substance or to correct any Environmental Law violation(s). Licensee's duty to defend is independent of the duty to indemnify and Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the District and the other District's Indemnified Parties from any Claim that actually or potentially falls within this Indemnification provision even if the allegations that support the Claim are or may be groundless, fraudulent or false, and which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Licensee shall afford the District a full opportunity to participate in any discussions with regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Substances. Licensee's obligations under this Section 12 will survive the expiration or termination of this License.

12.6 District's Environmental Indemnification Obligations

If District breaches or fails to perform any of its environmental obligations contained in this Section 12, or if any act, omission or negligence by District or its Agents or Invitees results in any contamination on or about the Property or the License Area, in whole or in part, or in a Release from, on, about, in or beneath the Property or the License Area, in whole or in part, or any Environmental Law violation, then District, for itself and its successors and assigns, shall indemnify, defend with legal counsel acceptable to the Licensee and hold harmless the Licensee's Indemnified Parties from and against any and all Claims (including damages for decrease in value of the Property or License Area, any loss or restriction on the use of usable space on the Property or the License Area and sums paid to settle any Claims, which include reasonable attorneys' fees, consultants' fees, experts' fees and related costs) that arise during or after the Term and in relation to such Release or violation; all whether any negligence may be attributed to the Licensee's Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Licensee's Indemnified Parties , but except to the extent that such Claim(s) arise from the Licensee's Indemnified Parties' willful misconduct committed in bad faith or gross negligence. District's Indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any Hazardous Substance brought onto the Property or the License Area by District, its Agents or Invitees and to restore the Property or the License Area to its condition that existed immediately before District introduced such Hazardous Substance or to correct any Environmental Law violation(s). District's duty to defend is independent of the duty to indemnify and District specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Licensee and the other Licensee's Indemnified Parties from any Claim that actually or potentially falls within this Indemnification

provision even if the allegations that support the Claim are or may be groundless, fraudulent or false, and which obligation arises at the time such Claim is tendered to District by the Indemnified Party and continues until the Claim is finally resolved. District shall afford the Licensee a full opportunity to participate in any discussions with regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Substances. District's obligations under this Section 12 will survive the expiration or termination of this License.

12.7 Licensee's Liability for Hazardous Substance Release

Without limiting the Indemnification obligations in Section 12.5 (Licensee's Environmental Indemnification Obligations), Licensee will be responsible for all response, remediation and restoration obligations in connection with any Release and associated Environmental Costs that results from or occurs in connection with Licensee's occupation, possession or use of the Property and/or License Area from the Commencement Date, throughout the Term and after this License expires or terminates. Notwithstanding the preceding sentence, as between the District and Licensee, Licensee will not be responsible for any Releases or associated Environmental Costs caused by the District, its Agents, contractors, invitees, licensees or other lessees after the Commencement Date so long as Licensee has complied with all applicable conditions for non-liability established in 42 U.S.C. §§ 9607(b) or (q) as may be amended.

12.8 District's Liability for Hazardous Substance Release

Without limiting the Indemnification obligations in Section 12.6 (District's Environmental Indemnification Obligations), District will be responsible for all response, remediation and restoration obligations in connection with any Release and associated Environmental Costs that results from or occurs in connection with District's occupation, possession or use of the Property and/or License Area from the Commencement Date, throughout the Term and after this License expires or terminates. Notwithstanding the preceding sentence, as between the Licensee and District, District will not be responsible for any Releases or associated Environmental Costs caused by the Licensee, its Agents, contractors, invitees, licensees or other lessees after the Commencement Date so long as District has complied with all applicable conditions for non-liability established in 42 U.S.C. §§ 9607(b) or (q) as may be amended.

13. INSURANCE

13.1 Insurance Obligations

The parties shall procure or require their contractors to procure and keep in effect at all times during the Term, at the respective parties' cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual

liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence with \$4 million aggregate; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits not less than \$1 million each accident or disease; (3) Commercial Automobile Liability Insurance with limit not less than \$2 million aggregate combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. The parties shall require all of their respective contractors and subcontractors to have and maintain insurance of the same coverage and amounts as required of the party.

13.1.1 Required Endorsements

For the parties and all of their respective contractors and subcontractors, Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (1) Licensee's insurances shall name the District, as "LA-RICS site lessors and licensors," as additional insureds; (2) District's insurances shall name the Licensee's, as "District's site lessees and licensees," as additional insureds; (3) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this License; (4) that such insurance applied separately to each insured against whom a Claim is made or brought; (5) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and (6) that such policies afford coverage for all Claims based on acts, omissions, injury or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.

All insurance policies required to be maintained by either party under this License must be endorsed to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage to both Licensee and the District. If either party receives a notice of intent to cancel or notice of cancellation for any coverage required under this License, the notifying party shall forward such notice to the other party within one business day and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Section 13.1.4 (Insurer Qualifications).

13.1.2 Claims-Made Policies

If any required insurance under this License is provided under a claims-made form, both parties shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this License expires or terminates, to the effect that such Claims will be covered under the parties' claims-made policies should any event during the Term give rise to a Claim brought after this License expires or terminates.

13.1.3 General Aggregate Limit

The general aggregate limit for any required insurance under this License must be double the per-occurrence or Claims limits specified in Section 13.1 (Insurance Obligations) when coverage includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit.

13.1.4 Insurer Qualifications

Insurance providers must be licensed to do business in California and must meet or exceed an A.M. Best's Key Rating A-X or its equivalent.

13.1.5 Certificates; Effective Dates

Within ten (10) calendar days after the Effective Date, insuring party shall deliver to the the other party all insurance certificates and additional insured endorsements from the insuring party's insurance providers in form and content satisfactory to the other party that evidences all the required coverages under this License, together with complete copies of all policies. In addition, the insuring party shall promptly deliver to the other party all certificates and policies after insuring party receives a request from the other party. No party shall authorize the other party to access or perform any work on the License Area until and unless all insurance coverages required to be carried by the parties under this License have been obtained. Licensee shall ensure that all insurance coverages required to be carried by Licensee under this License remain in effect at all time until all Equipment has been removed from the License Area. The requirements in this Section 13.1.5 survive the expiration or termination of this License.

13.1.6 Self-Insurance

Licensee shall not meet its insurance obligations under this License through self-insurance without prior written consent from the District, which the District may not be unreasonable withheld conditioned or denied. If the District consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this License. Any amendment to any insurance requirement must be in a written agreement. Licensee's right to self-insurance pursuant to this section will not be deemed to apply to Licensee's contractors or Agents. District shall not meet its insurance obligations under this License through self-insurance without prior written consent from the Licensee, which the Licensee may not be unreasonable withheld conditioned or denied. If the Licensee consents to allow District to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this License. Any amendment to any insurance requirement must be in a written agreement. District's right to self-insurance pursuant to this section will not be deemed to apply to District's contractors or Agents.

13.2 Contractors' Bonds Insurance

The parties shall require its contractors that install, maintain, repair, replace or otherwise perform any work on or about the License Area: (1) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment, and (2) to have and maintain insurance of the same coverage and amounts as required of the parties.

13.3 No Limitation on Indemnification Obligations

The parties insurance obligations under this Section 13 in no way relieves or decreases the parties liability under Section 11 (Indemnification), Section 12 (Environmental Provisions) or any other provision in this License.

13.4 Termination Right

The District may elect, in its sole and absolute discretion, to terminate this License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three (3) calendar days after Licensee receives such written notice. The Licensee may elect, in its sole and absolute discretion, to terminate this License on written notice to District if District allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three (3) calendar days after District receives such written notice.

14. ASSIGNMENT; SUBLICENSE

14.1 Assignment

This License may not be sold, assigned or transferred by Licensee without written consent of District, which consent will be at District's sole discretion. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

To effect an assignment or transfer pursuant to this Section 14.1, Licensee shall first deliver to the District: (i) A written request for approval; (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee; (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and (iv) Any other information reasonably requested by the District.

District shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after Licensee delivers all such items to the District. District's failure to respond to any request pursuant to this Section shall be deemed an approval of said request.

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

14.2 Sublicense (Colocation)

Licensee shall not sublicense or in any other manner allow any individual or entity to occupy or use antenna space on its Equipment except as established herein for District's third party licensee ("Third Party Licensee"). Any act by Licensee that violates this Section 14.2 will be deemed void and without any legal effect whatsoever, and the District shall have the right (but not the obligation) to terminate this License upon written notice to Licensee and to exercise any and all rights and remedies under this License, at law or equity.

District shall have the right to use for itself or to lease or license the use of all space on the telecommunications pole located 40' and below to a Third Party Licensee. District shall submit any proposed usage by District, or third party lease or license, to the Licensee for review and approval prior to making use of the Licensee's telecommunications pole or entering into such lease or license; provided such approval shall not be unreasonably withheld, conditioned or delayed. In the event Licensee agrees that if it has not approved or denied District's proposed lease or license within thirty (30) calendar days, such proposed lease or license will be deemed approved. Any proposal by District shall be required to pass intermodal, structural, and CD's review. The parties shall endeavor to find terms mutually agreeable to both District and Licensee for such lease or license. Such lease or license shall specifically include: (a) a provision that the District's use or the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this License, (b) a requirement that the District's or any third party use of Licensee's telecommunications pole shall not interfere with Licensee's use of the LA-RICS Facility or its operations, (c) and that the lessee or licensee shall follow 'house rules' including but not limited to: picking up their trash, not playing loud music, calling the NOC prior to access, locking the doors and gates behind them, etc. In accepting this agreement, LA-RICS stipulates that any FCC-compliant equipment, in licensed or unlicensed bands, operating within design standards and in compliance with service rules as published in Title 47 of the US Code of Federal Regulations, then in effect, to be non-interfering, unless shown by professionally conducted RF engineering study to be in violation. The parties agree that any revenues generated by District's use or such third party leases or licenses by District shall be retained by District, except for a fee in an amount calculated to compensate Licensee for its administrative and other costs associated with approval of the lease or license.

14.3 Continuing Obligation

An assignment, with the District's consent, will relieve Licensee of its obligation to pay any amounts under this License or to perform all other obligations to be performed by License under this License. The acceptance of any payment due under this License by the District from any other person or entity will not be deemed to be a waiver by the District of any provision of this License or be construed to be consent to any assignment or sublicense.

15. DEFAULT; REMEDIES

15.1 Defaults and Cure Periods

It will be a default under this License when either the District or Licensee: (1) fails to tender any sums payable pursuant to this License when due, and such failure continues for sixty (60) calendar days after notice from the non-defaulting party; (2) fails to perform or comply with any non-monetary term, provision, covenant or obligation under this License, and such failure continues for sixty (60) calendar days after notice from the non-defaulting party; provided, however, that said 60-calendar-day cure period will be reasonably extended when the default cannot be cured within sixty (60) calendar days and the defaulting party commences to cure within said 60-calendar-day cure period and diligently pursues the cure to completion.

15.2 Sums Paid During Default

Any sums paid from Licensee to the District after Licensee's default will not constitute a cure by Licensee or waiver by the District unless the District acknowledges such cure or waiver in a signed writing.

15.3 No Consequential Damages

The parties expressly acknowledges and agrees that any sums payable to the other party under this License do not take into account any potential liabilities for consequential or incidental damages. The parties would not willingly enter this License without a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the 'parties' or their Agents' acts or omissions, and the parties expressly assume the risk with respect thereto. Accordingly, without limiting Licensee's indemnification obligations or District's indemnification obligations or other waivers contained in this License and as a material consideration for this License, the parties fully releases, waives and discharges forever any and all Claims against the other party for consequential and/or incidental damages that arise from or in connection with this License, which includes, without limitation, any lost profits from disruption to Equipment, any interference with uses or activities conducted by either party under this License, from any cause whatsoever, and whether due to the District's or Licensee's or their respective Agents' active or passive negligence or willful misconduct or not, and covenants not to sue for such damages the

parties, and the parties' other departments, and all parties agencies, officers, directors and employees, and all persons acting by, through or under them.

15.4 No Personal Liability for Officials, Employees or Agents

No elected or appointive board, agency, member, officer, employee or other Agent of the District will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the District or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of the District under this License.

No elected or appointive board, agency, member, officer, employee or other Agent of the Licensee will be personally liable to District, its successors and assigns, in the event of any default or breach by the Licensee or for any amount which may become due to District, its successors and assigns, or for any obligation of the Licensee under this License.

15.5 Cumulative Remedies

Except as may be specifically provided otherwise in this License, any and all rights, benefits and/or remedies provided or afforded to either the District or Licensee under this License or any other instrument or document executed pursuant to this License are and will be cumulative and not exclusive of any legal or equitable rights, benefits or remedies available to either the District or Licensee under applicable Laws. The expiration or termination of this License and/or the termination of District's or Licensee's rights under this License shall not relieve District or Licensee from liability under any indemnity provisions of this License as to matters occurring or accruing during the term hereof.

16. TERMINATION

In addition to any other provision in this License that authorizes the District or Licensee to terminate this License, this License may be terminated as follows:

- (1) by either the District or Licensee upon sixty (60) calendar days' written notice when the other remains in default beyond any applicable cure period;
- (2) by the District if the District determines that Licensee has constructed any Equipment other than as expressly permitted hereunder, or entered into any unpermitted Assignment or sublicense;
- (3) by the Licensee if the Licensee determines that District has constructed any Equipment other than as expressly permitted hereunder;

- (4) by the District if the Licensee has not commenced construction within twelve (12) months of the Commencement Date or has not diligently pursued completion of construction.

In addition to either parties rights to terminate this License as provided above, in the event of a default on the part of the other party that extends beyond any applicable cure period, the non-breaching party shall have the right to exercise any and all rights and remedies under this License, at law or equity.

17. REMOVAL AND RESTORATION

Licensee shall remove all Equipment at its sole expense upon the expiration or termination of this License, including but not limited to facilities used to house Equipment that the District does not elect to retain, subject to Section 2.1 of this License or any grant restrictions which govern retention of Equipment by Licensee. Licensee shall repair any damage to the License Area caused by such removal, and shall return the License Area to a clean surface condition with no underground equipment, foundations or utilities from Licensee, reasonable wear and tear and damage beyond the control or without the fault or neglect of Licensee excepted. Without limiting the generality of the foregoing, Licensee shall remove all footings (to 18 inches below grade), foundations, utilities, wiring and conduits. Licensee will be deemed to be using the License Area until and unless it completely removes its personal property and restores the License Area consistent with this Section 17.

18. CONDEMNATION

18.1 Permanent Takings

If any entity with the power to condemn permanently takes any License Area in whole or in part, or if the District transfers any License Area in whole or in part to such entity in lieu of eminent domain, then the following provisions will apply:

18.1.1 Termination and Award

This License will automatically terminate on the date the permanent taking or transfer occurs. The District will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee hereby expressly waives any right or claim to any portion thereof, including any claim for loss of business or goodwill. All damages, whether awarded as compensation for diminution in value of the license or to the fee of the License Area, will belong to the District. Licensee will have no Claim against the District for the value of any unexpired Term of this License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment.

18.1.2 No Statutory Right to Terminate

The parties understand, acknowledge and agree that this Section 18.1 is intended to fully govern the parties' rights and obligations in the event of a permanent taking. Licensee and the District each hereby waives and releases any right to terminate this License in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Laws to the extent applicable to this License.

18.1.3 Temporary Takings

Any taking that affects any License Area in whole or in part for less than ninety (90) calendar days will have no effect on this License, except that Licensee will be entitled to a pro-rata abatement in the License Fee to the extent that such temporary taking materially impairs Licensee's use of the License Area. Furthermore, if the District receives an award, if any, in connection with a temporary taking, then Licensee will receive the portion from the award that represents compensation for the use or occupancy of the License Area during the Term but not to exceed the License Fees payable by Licensee for the period of the taking, and the District will retain the balance of the award.

19. DESTRUCTION

Either party shall have the right to terminate this License with respect to all or any portion of the License Area in the event of one of the following: (a) the applicable Property or the License Area 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 (b) the applicable Property or License Area 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 Licensee's operations at such LMR Facility for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, Licensee shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Property or License Area should the District elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this License 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 License, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License, 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 License by either party,

such party shall be relived of the performance of such obligations during the time period of the event.

Licensee shall be solely responsible for any damage or loss to Licensee's Equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by the District's acts or omissions. District shall be solely responsible for any damage or loss to District's Equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by the Licensee's acts or omissions."

20. NOTICES

Except as may be specifically provided otherwise in this License, all notices, demands or other correspondence required to be given under this License must written and delivered through (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO DISTRICT: County Sanitation Districts of Los Angeles County
Attn: Property Management Group
1955 Workman Mill Road
Whittier, CA 90601
(562) 908-4288, extension 2705

with a copy to:

Lewis Brisbois Bisgaard & Smith, LLP
Attn: Claire Hervey Collins, Esq.
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

TO LICENSEE: LA-RICS Authority
Attn: Executive Director
2525 Corporate Place, Second Floor
Monterey Park, CA 91754

with a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713

All notices will be deemed effective on receipt or on attempted delivery when delivery is refused. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be

deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

21. BANKRUPTCY

If Licensee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the Bankruptcy Code, then the District and Licensee expressly intend, acknowledge and agree that this License will be treated as either an unexpired commercial lease or an executory contract for all purposes in connection with Bankruptcy Code § 365 and subject to the provisions Bankruptcy Code §§ 365(d)(3) and 365(d)(4) as those provisions may be amended or superseded in the future. Any person or entity to which this License is assigned pursuant to the Bankruptcy Code will be deemed without any further act to have assumed all Licensee's obligations under this License which arose before or may arise after such assignment, and any such assignee shall execute and deliver to the District a written instrument that confirms such assumption promptly upon a written demand from the District. Any monies or other consideration payable or otherwise to be delivered in connection with such assignment will be promptly paid to the District, will be the District's exclusive property and will not constitute Licensee's or its estate's property for the purposes under the Bankruptcy Code. Any such monies or other consideration not paid to the District will be held in trust for the District's benefit as paid to the District as soon as possible.

22. INTENTIONALLY OMITTED

23. MISCELLANEOUS

23.1 Interpretation; Construction

The District and Licensee acknowledge that:

- (1) both parties have been represented by counsel and that both parties have participated in the negotiation and drafting process;
- (2) the language in this License will always be construed simply and in accordance with its fair and ordinary meaning, without any reference to any common practices, interpretations, customs or definitions that may exist in any industry or trade to which either the District or Licensee may belong;
- (3) this License will never be construed either for or against either the District or Licensee for any reason;
- (4) any defined term in this License will be construed to have the same definition when used in both the singular and plural form;

- (5) the word "or" will not be interpreted as a limitation and will be construed to mean "and/or" unless expressly provided otherwise in this License;
- (6) the word "including" or phrase "which includes" will not be interpreted as a limitation and will be construed to be followed by the phrase "without limitation" whenever such phrase does not appear in the text;
- (7) all references to any "Section" or "Exhibit" will be construed to mean a section of or an exhibit attached to this License unless expressly provided otherwise in this License;
- (8) the captions contained in this License (a) are only for convenience, (b) will not be used to interpret or construe any term or provision in this License and (c) will not carry any legal effect whatsoever; and
- (9) this License is not intended to create, does not create and will not be construed to create any third-party benefit or beneficiaries, or any joint venture, partnership, employment or agency relationship between the District and Licensee.

23.2 Unenforceability; Severability

If a court with competent jurisdiction over this License holds any provision in this License invalid or unenforceable with respect to either the District or Licensee, or any third parties to whom this License may become applicable or enforceable, (1) the valid or enforceable provisions will not be affected whatsoever; (2) the application of such invalid or unenforceable provision to persons or entities other than those as to whom it is held invalid or unenforceable will not be affected; and (3) each provision in this License shall be valid and enforceable to the fullest extent permitted under Law.

23.3 Time for Performance; Force Majeure

Time is of the essence of this License. Notwithstanding the provisions in this Section 23.3, the time for performance for any term, provision, covenant or obligation under this License will be deemed extended to account for any time lost due to delays that arise from strikes, civil riots, floods, labor or material shortages or restrictions, governmental intervention or any other cause not within the control of the party whose performance is due.

23.4 Integration; Entire Agreement

This License contains the entire agreement and understanding between the parties as to the subject matter concerned in this License, and this License supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals

between or among the District and Licensee in connection with the License Area, whether oral or written.

23.5 Successors and Assigns

The parties intend and agree that this License will extend to and bind the parties' respective heirs, personal representatives, successors and assigns.

23.6 Amendments or Modifications

All amendments or modifications to this License, if any, must be in a written and fully executed agreement signed by both parties.

23.7 Waivers

No provision in this License may be waived or deemed waived, except in a written waiver signed by the party against whom enforcement of such waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this License will be construed to waive or lessen any right to insist upon strict and/or timely performance of the terms of this License. Any waiver by either party of any provision of this License will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

23.8 Governing Law; Venue

This License will be governed and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Sole and exclusive venue for any action or claim between the parties that arises from or in connection with this License will reside exclusively in the Superior Court of the County of Los Angeles (the "**Court**"). All parties will be subject to the Court's jurisdiction and waive all claims whatsoever that would defeat the Court's jurisdiction to hear and adjudicate any action or claim between the parties that arises from or in connection with this License.

23.9 Government Claims Act

Any claim for money damages by Licensee against the District hereunder will be subject to California Government Code §§ 810 *et seq.* (the "**Government Claims Act**"). The claims presentation provisions in the Government Claims Act are hereby modified such that all claims to be presented to the District will be irrevocably waived if not made within six (6) months after Licensee discovers the facts that either give rise to the claim or would prompt an investigation that, with reasonable diligence, would lead Licensee to facts that would give rise to the claim. Neither the District nor its directors, managers, employees, attorneys, Agents or volunteers will be

personally liable to Licensee in the event of any default or breach of the District, or for any amount which may become due to Licensee or any successor in interest, or for any obligations directly or indirectly incurred under this License.

23.10 Public Records Act Disclosure

Licensee acknowledges that the District and Licensee are public entities under the laws of the State of California. Furthermore, the parties acknowledge that this License constitutes a public record that the District and Licensee must publicly disclose under (i) the California Public Records Act, California Government Code §§ 6250 *et seq.*; (ii) Title 17, California Code of Regulations §§ 91000 *et seq.*; (iii) Article I, § 3, of the California State Constitution; and (iv) any other applicable Law that may require the District and/or Licensee to disclose public records.

23.11 Estoppels

Licensee, at any time and from time-to-time on not less than ten (10) days' notice from the District, shall execute, acknowledge and deliver to the District or its designee, an estoppel certificate which states: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (b) the Commencement Date, Effective Date and expiration date for this License; (d) that this License is unmodified and in full force and effect or, if modified, the manner in which this License is modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this License (and if so, specifying the same); (f) whether any of the District's obligations under this License are outstanding (and if so, identifying any District obligations that Licensee believes that the District has failed to meet); (g) the dates, if any, to which the License Fees have been paid; and (h) any other information that may be reasonably required by any such persons.

23.12 Brokers

Neither the District nor Licensee has had any contact or dealings in connection with the license of the License Area, or any communication in connection therewith, through a Broker, whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. If any Broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, then the party who the Broker brings a claim against shall indemnify the other party from all Claims brought by the Broker. The representations and indemnification obligations in this Section 23.12 will survive expiration or earlier termination of this License.

23.13 Survival

The parties to this License intend that all terms and conditions within this License that by their sense or context should survive this License's expiration, termination or cancellation, which includes without limitation Section 4.2 (Holdover Term), Section 11 (Indemnification), Section 12 (Environmental Provisions), Section 13.1.5 (Certificates; Effective Dates), Section 17 (Removal and Restoration), , Section 23.8 (Governing Law; Venue;) and Section 23.12 (Brokers), or any provision in this License which necessarily requires performance after this License expires or terminates, will survive this License's expiration, termination or cancellation.

23.14 Submission for Inspection; No Offer

Prior to the Effective Date, the parties may submit this License to each other for inspection and examination purposes and such submission will not constitute an offer to license the License Area. This Licensee will become effective only upon full execution by both the District and Licensee.

23.15 Execution; Counterparts

This License may be executed simultaneously or in one or more counterparts. If the parties elect to execute this License in one or more counterparts, Licensee shall execute first, the District shall execute second, each executed counterpart will be deemed to be an original but all counterparts taken together will constitute one and the same agreement.

23.16 Delegation of District.

The Chief Engineer is fully authorized to take any and all actions on behalf of the District, including, without limitation, all consents, approvals, and authorizations that, in his or her judgment, serve to carry out the purposes of this License.

[END OF LICENSE – SIGNATURES BEGIN ON NEXT PAGE]

The parties are signing this License as of the Effective Date.

LICENSEE

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

DISTRICT

**COUNTY SANITATION DISTRICT
NO. 18 OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

APPROVED BY:

**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

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[District to provide map of Puente Hills Landfill]

EXHIBIT B-1

**LEGAL DESCRIPTION
FOR THE LICENSE AREA**

[Licensee to stake footprint, survey and provide legal description]

EXHIBIT B-2

ACCESS ROUTE AND UTILITIES ROUTE

[Licensee to provide drawings of utilities overlay on site map]

EXHIBIT C

APPROVED PLANS

[Licensee to provide to District's Satisfaction]

LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
BHS	Baldwin Hills	State of Calif. Dept. of Parks & Recreation	Unnamed Road, Near Brea Avenue	Los Angeles	LMR
GRM	Green Mountain	State of Calif. Dept. of Parks & Recreation	Temescal Canyon Fire Road	Los Angeles	LMR
IGPD	Inglewood Police Department	City of Inglewood	1 West Manchester	Inglewood	LTE
IRWDPD	Irwindale Police Department	City of Irwindale	5050 Irwindale Avenue	Irwindale	LTE
RIH	Rio Hondo	LA County Sanitation District 18	Near Workman Mill Road	Whittier	LMR
RPVT	Rancho Palos Verdes Tee	LA County Parks & Recreation	7000 Los Verdes Drive	Rancho Palos Verdes	LMR
SCHCYN	Scholl Canyon Landfill	LA County	3001 Scholl Canyon Road	Glendale	LTE
THOMSEN	Thomsen	Thomsen, et al	29546 Sand Canyon Road	Canyon Country (Unincorp)	LTE



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 1, 2019

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

Dear Directors:

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

SUBJECT

The Authority is seeking Board approval for the attached list of prequalified bidders from the Request for Statement of Qualifications (RFSQ) for LA-RICS Authority's Telecommunication Facility Construction and Installation Project for the Public Safety Broadband Network (PSBN) Round 2 sites; and the adoption, advertising and award of construction and installation work to be performed at seven (7) LA-RICS PSBN Round 2 sites. Your approval will result in the adoption of plans and specifications for the respective sites, advertisement of bids for construction of the respective sites, and delegation of authority to the Executive Director to execute construction contracts for the proposed sites in accordance with each of the sites project budgets identified herein, for an aggregate not to exceed amount of \$2,501,000.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following finding:

- a. Find the adoption, advertising and award of construction, implantation, and installation work at the seven (7) sites, Azusa Canyon (AZUCYN), Inglewood Police Station (IGPD), Irwindale Police Department (IRWDPD), Monte Vista Star Center 2 (MVS2), Port of Long Beach Harbor Plaza (POLB1), Thomsen Communication Site (THOMSEN), and UCLA Factor Building 2 (UCLA2, as identified in Enclosure 1,) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the enclosed list of Prequalified Bidders (Enclosure 2) resulting from the Request for Statement of Qualifications (RFSQ) solicitation which will allow these Bidders to respond to Invitation for Bids (IFBs) for the work at these sites.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the AZUCYN site as follows:
 - a. Approve an estimated total project budget of \$412,000.
 - b. Adopt plans and specifications that are on file with the LA- RICS Authority for the construction of the AZUCYN site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for this site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the IGPD site as follows:
 - a. Approve an estimated total project budget of \$312,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the IGPD site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.

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

- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POLB1 site.
- 8. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the THOMSEN site as follows:
 - a. Approve an estimated total project budget of \$412,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the THOMSEN site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the THOMSEN site.
- 9. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the UCLA2 site as follows:
 - a. Approve an estimated total project budget of \$343,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the UCLA2 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the UCLA2 site.

10. As it relates to Recommended Items 3-9, delegate authority to the Executive Director:
 - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.
11. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
 - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

BACKGROUND

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, the Authority enlisted the assistance of Public Works to issue a Request for Proposals (RFP) for engineering design and construction drawings services relating to the buildout of PSBN Round 2 sites. On October 4, 2018, your Board authorized the Executive Director to award a contract to David Evans and Associates, Inc. for engineering design and construction drawing services.

On November 1, 2018, your Board authorized the Executive Director to further enlist the assistance of Public Works for the procurement of construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. This RFSQ has resulted in the list of prequalified bidders included at Enclosure 2.

The recommended actions are the result of the aforementioned contract activities that will expand the PSBN by these initial seven (7) sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the prequalified bidders list, authorize the Executive Director to adopt, advertise and award LA-RICS Telecommunication Facility Construction and Installation work at the seven (7) identified sites, adopt the respective plans and specifications, authorize the issuance of IFBs for construction, award respective contracts resulting from successful IFB solicitations, delegate certain authority to the Executive Director to carry out these actions, for a total aggregate not to exceed amount of \$2,501,000 for work at the seven (7) sites.

Conditions of the BTOP grant funding require that the PSBN Round 2 buildout be completed by the Round 2 site deployment date of June 2020. To achieve the PSBN Round 2 buildout within the grant performance period, the Authority enlisted the assistance of Public Works to issue the RFP to perform engineering design and related services, which successfully yielded an agreement and resulted in construction drawings for these initial seven (7) sites contemplated in this Board action and detailed in the table below.

Additionally, Public Works assisted with the issuance of an RFSQ to develop a list of Prequalified Bidders to secure construction contractors on behalf of the Authority.

Further, Public Works will continue to assist the Authority with the IFBs for the initial seven (7) LA-RICS Telecommunication Facility and Construction Installation projects to ensure the Authority successfully builds out PSBN Round 2 within the grant performance period. Please refer to the table below for specific information regarding these sites.

Item No.	Site ID	Site Name	Site Type	IFB No.	Estimated Total Project Budget	10% Contingency for Estimated Total Project Budget (This is not for Change Orders)	Total Not to Exceed Estimated Total Project Budget Amount (Inc. Contingency)
1.	AZUCYN	Azusa Canyon	New Monopole	LA-RICS-CON-IFB-01	374,434	37,443	412,000
2.	IGPD	Inglewood Police Station	New Monopole	LA-RICS-CON-IFB-02	283,211	28,321	312,000
3.	IRWDPD	Irwindale Police Department	New Monopole	LA-RICS-CON-IFB-03	374,434	37,443	412,000
4.	MVS2	Monte Vista Star Center 2	Colocation	LA-RICS-CON-IFB-04	277,093	27,709	305,000
5.	POLB1	Port of Long Beach Harbor Plaza	Colocation	LA-RICS-CON-IFB-05	277,093	27,709	305,000
6.	THOMSEN	Thomsen Communication Site	Roof Top	LA-RICS-CON-IFB-06	311,532	31,153	412,000
7.	UCLA2	UCLA Factor Building 2	Roof Top	LA-RICS-CON-IFB-07	374,434	37,443	343,000
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:							2,501,000

CONTRACTING PROCESS

On May 13, 2019, Public Works issued an RFSQ on behalf of the Authority to develop a list of Prequalified Bidders to bid on IFBs for the construction of the Authority's PSBN Round 2 sites. The solicitation was posted on the County's "Doing Business with Us" website, on the Public Works website, and on the LA-RICS website. The notice was also sent electronically to approximately 65 vendors and was advertised in certain local news publications.

On May 30, 2019, a Bidder's Conference was held and on June 10, 2019, six (6) Statements of Qualifications (SOQs) were submitted in response to the RFSQ. Each SOQ was reviewed for compliance with the minimum qualifications set forth in the RFSQ. After a careful review, all six (6) SOQs were determined to meet the minimum qualifications as well as the overall RFSQ qualification threshold of 60% of the maximum 130 points.

On June 27, 2019, the Bidders were notified of their qualification as a Prequalified Bidder and the initial list of Prequalified Bidders was established and is now being brought to your board. Advertising for the construction bids (IFBs) will be to the list of Prequalified Bidders.

FISCAL IMPACT/FINANCING

The total aggregate not to exceed amount of \$2,501,000 for the construction of the initial seven (7) LA-RICS Telecommunication Facility Construction and Installation projects contemplated in the recommended actions will be fully funded by the BTOP grant.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on January 24, 2019, the design, construction, implementation, operation, and maintenance of the seven (7) sites (AZUCYN, IGPD, IRWDPD, MVS2, POLB1, THOMSEN, and UCLA2) at which PSBN infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332.

Sites AZUCYN and THOMSEN

For Sites AZUCYN and THOMSEN, these two sites are exempt from review under CEQA pursuant to CEQA Guidelines §§ 15303 and 15304. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of 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 (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).. 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, at Sites AZUCYN and THOMSEN, 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.

Sites IGPD, POLB1, and UCLA2

For Sites IGPD, POLB1, and UCLA2, these sites are exempt pursuant to CEQA Guideline sections 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 communication equipment proposed at each site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of 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); (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); and/or (4) 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 IGPD, POLB1, and UCLA2, 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.

Site IRWDPD

For Site IRWDPD, this site is exempt pursuant to CEQA Guideline section 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communication equipment proposed at the site qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at the site triggers any applicable exception to this categorical exemption. (Guidelines § 15300.2.)

Specifically, at Site IRWDPD, 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, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Site MVS2

For Site MVS2, this site is exempt pursuant to CEQA Guideline sections 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 communication equipment proposed at the 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 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 demonstrated that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at Site MVS2, 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, there are no cumulative

impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

All Sites in this Board Item

The LTE/PSBN System work at AZUCYN, IGPD, IRWDPD, MVS2, POLB1, THOMSEN, and UCLA2, 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 seven (7) sites on May 15, 2019.

Upon the Board's approval of the recommended action, the Authority will file Notices of Exemption with the County Clerk for the adoption, advertisement, and award of LA-RICS Telecommunication Facility Construction and Installation work at the seven (7) identified PSBN Round 2 sites pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:SOC:pdd

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Enclosure

cc: Counsel to the Authority

ENCLOSURE 1

LIST OF PSBN ROUND 2 SITES FOR THE LA-RICS AUTHORITY TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS

	Site ID	Site Name	Site Address
1.	AZUCYN	Azusa Canyon	2000 San Gabriel Canyon Road, Azusa, CA 91702
2.	IRWDPD	Irwindale Police Department	5050 Irwindale Ave., Irwindale, CA 91706
3.	THOMSEN	Thomsen Communication Site	29546 Sand Canyon Road, Canyon Country, CA 91387
4.	MVS2	Monte Vista Star Center-2	11515 Colima Road, Whittier, CA 90604
5.	POLB1	Port of Long Beach Harbor Plaza	Port of Long Beach Maintenance Hub, Long Beach, CA 90802
6.	UCLA2	UCLA (Factor Building)-2	700 Tiverton Ave., Los Angeles, CA 90024
7.	IGPD	Inglewood Police Department	107-101 N. La Brea Ave., Inglewood, CA 90301

ENCLOSURE 2

LIST OF PREQUALIFIED BIDDERS FOR THE LA-RICS AUTHORITY TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS

1. Diversified Communications Services
2. Jitney Company, Inc.
3. Mastec Network Solutions
4. Metro RF Services, Inc.
5. Metrocell Construction, Inc.
6. Motive Energy Telecommunications Group, Inc.