



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, June 27, 2018 • 9:00 a.m.

Los Angeles County Sheriff's Department

The Hertzberg Davis Forensic Science Center

Conference Room 263

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

#### **AGENDA POSTED: June 22, 2018**

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

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#### **Members:**

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

#### **Alternates:**

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

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#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**A. May 17, 2018 – Special Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

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

**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 – Tanya Roth**

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

**E. Outreach Update**

Agenda Item E

**F. PSBN Onboarding Update**

Agenda Item F





## **VIII. ADMINISTRATIVE MATTERS (G-M)**

### **G. ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS**

It is recommended that your Board:

1. Accept \$31,969,477 in grant funds from the BTOP Grant ; and
2. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

Agenda Item G

### **H. APPROVE AMENDMENT NO. 3 TO THE LA-RICS FISCAL MANUAL**

It is recommended that your Board:

It is recommended that your Board approve the enclosed Amended Fiscal Manual.

Agenda Item H

### **I. AMENDMENT NO. 13 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

It is recommended that your Board:

1. Approve Amendment No. 13, substantially similar in form to the Enclosure, which contemplates the following:
  - a. Increase to the scope of work to allow Televate to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular assistance with PIP objectives for Coverage Augmentation and Rapid Response Vehicles as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
  - b. Extend the term of the Televate Agreement to December 31, 2020, to align with the completion of certain work contemplated in the PSBN Round 2 PIP, in particular PIP objectives for Coverage Augmentation and Rapid



Response Vehicles, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.

2. Approve an increase to the Maximum Contract Sum in the amount of \$1,010,190 from \$11,506,310 to \$12,516,500 to allow for increase in the scope and the term extension. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 13, in substantially similar form to the enclosed Amendment.

Agenda Item I

**J. AMENDMENT NO. 27 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

It is recommended that your Board:

1. Approve Amendment No. 27, substantially similar in form to the (Enclosure), which contemplates a decrease in the scope of work to remove Application Interoperability from the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) from consideration resulting in a decrease to the Maximum Contract Sum in the amount of \$59,200.
2. Approve a decrease to the Maximum Contract Sum in the amount of \$59,200 from \$62,098,834 to \$62,039,634 when taking the revisions contemplated in Amendment No. 27 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form to the enclosed Amendment.

Agenda Item J

**K. APPROVE AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT WITH AT&T CORP.**

It is recommended that your Board:

1. Approve Amendment No. 1 to the Business Agreement between AT&T and the Authority, substantially similar in form to the Enclosure, to allow the Authority to accept an increased amount of routers, SIMS, and devices of the Authority's choosing from 3,300 to 4,300.



2. Delegate authority to the Executive Director to execute Amendment No. 1 to the Agreement, substantially similar in form to the Enclosure.
3. Delegate authority to the Executive Director to execute additional amendments to the Business Agreement to accept additional devices that may be needed by the Authority and its members to utilize the FirstNet NPSBN, with an estimated not to exceed collective value of \$800,000, which will be substantially similar in form to the Enclosure. The Executive Director will report back to your Board if any such amendments are executed.

Agenda Item K

**L. APPROVE SITE ACCESS AGREEMENT WITH SADDLE PEAK COMMUNICATIONS FOR A LAND MOBILE RADIO SYSTEM SITE**

It is recommended that your Board:

1. Find that (a) the approval and execution of the SAA for the Saddle Peak (SPN) site listed in Enclosure 1 to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with the Saddle Peak Communications (The Owner).

Agenda Item L

**M. APPROVE AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF COMMUNICATIONS SITE LICENSE AGREEMENTS (FOR CELL ON WHEELS) WITH SOUTHERN CALIFORNIA EDISON (SCE) AND AT&T NCW**

It is recommended that your Board:



1. Find that approval and execution of the Assignment Agreement is not a project under Section 21065 of the California Public Resources Code and 15378 (b)(5) of the California Environmental Quality Act (CEQA).
2. Approve and delegate authority to the Executive Director to execute the Assignment Agreement, substantially similar in form to Enclosure 1, to allow AT&T NCW to access and absorb the nine (9) COW sites with SCE for the NPSBN.

Agenda Item M

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

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

**XII. ADJOURNMENT and NEXT MEETING:**

Forthcoming, expect a Special Meeting the 4<sup>th</sup> week of July 2018.



## BOARD MEETING INFORMATION

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

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

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

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

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

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



# **BOARD OF DIRECTORS SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, May 17, 2018 • 9:00 a.m.  
Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
Conference Room 223 through 227  
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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**Board Members Present:**

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

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Chris Nunley**, Police Chief, City of Signal Hill Police Dept.

**Officers Present:**

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

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**Absent:**

**John Curley**, Chief of Police, City of Covina Police Dept.

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

**I. CALL TO ORDER**

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:01 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

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

**A. April 12, 2018 – Regular Meeting Minutes**

Board Member Mark Alexander motioned first, seconded by Director Gialamas.

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (NONE)**

**V. CONSENT CALENDAR – (NONE)**

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

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

Executive Director Scott Edson referred the Board to Agenda Item B, Executive Summary which includes updates on the Long Term Evolution (LTE) and Land Mobile Radio (LMR) projects, as well as grant updates and some agency onboarding numbers. Executive Director Edson stated in regards to specifics for LTE and LMR the Program Management Team will provide more details in their report.

As for LTE we continue the process to prepare to migrate the PSBN to AT&T, working with AT&T daily, so we are all ready to execute the plan once we have approval from National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA). This includes one month of additional maintenance to Motorola Solutions Inc. (Motorola), for the month of June. We are also working with Motorola to finalize the statement of work with them for the LTE Round 2 build. We are being told the asset transfer and Round 2 approval is

coming from the Department of Commerce (DOC), but has been delayed because of their backlog. All indications are they will soon approve; and while speaking with FirstNet CEO Mr. Mike Poth just yesterday, he is very supportive, and he believes the delays are related to DOC processes and he will reach out to DOC and see if he can help secure their approvals.

Executive Director Edson stated we are asking you today to make some approvals prior to DOC approval with the understanding that nothing will be executed until funds are available. This will save us much time. This includes increases in contracts to Televate, Motorola and Jacobs funded by Broadband Technology Opportunities Program (BTOP), and also a Cost of Living Adjustment (COLA) to Jacobs consistent with their contract. Additionally, Jacobs has restructured and provided more staff to the team, and at no additional increase in the contract. Staff will explain that later this morning under Agenda Item I.

As for LMR we are still on schedule under the 20/20/20/20 plan. We are pushing the Jacobs team and county staff to ensure Motorola has plenty of Site Access Agreements (SAA) in place so they can ramp up their team and ensure completion of all sites by December 31, 2019. We had a great meeting with the highest levels within Motorola a couple weeks ago to ensure that both Motorola and Jacobs make the necessary adjustments to ensure the December 31, 2019, completion date.

The audit of the Urban Areas Security Initiative (UASI) 2008 – '16 grant is ongoing. We anticipate the audit will conclude mid-June and plan on bringing a report to your board shortly thereafter.

Executive Director Edson stated we have a site in West Covina for you to approve today and expect to have several before you at the August meeting. Speaking of meetings, we will likely cancel the June meeting as we anticipate with your pre-approvals here today we will not need a meeting in three weeks. However, we may need a special meeting in June, if we have some SAAs for your signature. As for July, we were invited to present at the Department of Homeland Security (DHS) Conference in New York so several key members will be attending that conference causing us to reschedule the Board meeting until the third week in July, if we determine it is needed. We will work with your calendars as we get closer and know more about the needs for the meeting.

Since the last meeting, we conducted outreach and a community meeting in Malibu, at Fire Station 72, and at the end of the day we felt the locals understood and supported the project.



In Item L we bring to your attention Assembly Bill 1912 (forwarded to us by Board Member Mark Alexander) dealing with retirement obligations of any current or former member of a JPA that contracts with a retirement system. Although we don't contemplate ever taking on such an obligation, we recommend taking an opposing position due to unknown risk and potential negative impact. There will be more details provided when we get to the item.

Lastly, Executive Director Edson stated the team has met with the Ad-Hoc Standard Operations Procedure (SOP) Committee on a couple of occasions now and before you today is the SOP procedures policy for approval. With your approval I will continue to work with the Operational and Technical Committee and Ad-Hoc SOP Committee, as we develop and implement the SOP policies.

This concludes the Director's Report.

Executive Director Edson stated before we move on he would like to bring Lieutenant Judy Anderson to the front. She has been the expert from the Sheriff's Department for the last couple of years and has been working diligently with staff and law enforcement across this region. She has moved on to work with Director Gialamas as his Division Aid. Executive Director Edson introduced Lieutenant Tab Rhodes as Lieutenant Anderson replacement.

Executive Director Edson presented a momentum to Lieutenant Anderson for outstanding dedication to LA-RICS and to the Public Safety Mission. Lieutenant Anderson thanked the Board and Executive Director Edson for the opportunity to work with LA-RICS, she stated it has been a privilege and an honor over the last couple of years. Lieutenant Anderson looks forward to the LA-RICS completion in 2020 and stated it will be an exciting time for all of us.

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

Project Director Chris Odenthal stated Project Manager Justin Delfino will present the Power Point Presentation on LMR and stated LTE Round 1 is complete. The movement of antennas at the USC Medical Center is done with the exception of migrating over to the FirstNet network. PSBN Round 2 details will be covered as we get into the amendment process.

Project Director Odenthal stated he will still be on this project 80% of his time. Justin Delfino steps in from the Deputy Program Manager to the Program Manager Position and Tanya Roth from Assistant Implementation Manager position to the Deputy Program Manager. Program Director Odenthal stated we discussed this change back in December and we wanted to make sure we make this as seamless as possible and



believe this is the right time to make the changes. Board Member Alexander stated maybe this question is more appropriate once we get to Agenda Item I, is there a relationship between restructuring and the request in Agenda Item I. Program Director Odenthal stated only that it is reflected within the existing budget, there is no added monies with this change. Board Member Alexander asked what title Chris Odenthal would have. Program Director Odenthal stated "Program Director" on the Jacobs side. Board Member Alexander also asked what type of work for the other 20% and Program Director Odenthal stated that he would work on other Jacobs initiatives.

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

Construction completed sites are listed below:

1. TPK
2. BMT
3. MLM
4. HPK
5. MMC
6. PLM
7. ONK
8. LDWP243
9. APC
10. CCB
11. CCT
12. LASDTEM
13. MVS
14. PHN
15. SDW
16. CLM
17. FCCF

Under construction, sites are listed below:

1. VPK
2. LA-RICS HQ

The next sites on the power point presentation are listed below:

- APC (microwave installed, antennas installed and HVAC unit installed)



- CCT (completed installation of the antennas)
- CLM (existing shelter used, new microwave installed at 110' and completed installation)
- MMC (completed requirement for public safety grade protection the brick wall around the fuel tank)
- MVS (an existing shelter was used and improved, new HVAC and new racks installation completed)
- ONK (all Phase 2 completed, antennas installed and the compound is wrapping up due to change order work at the site)
- SDW (all the antennas mounts are installed, lines are dressed and shelter has its HVAC installed)
- TPK (dressed with lines and antennas, new racks, new radio equipment installed and site work is completed)
- VPK (huge progress completed in a month but will not complete until utility power is installed)

The next sites on the power point presentation are listed below for UASI 16 & 17 Sites:

- AGH
- CRN
- BKK
- POM
- LAN
- UCLA
- UNIV
- SGH
- OAT

Program Manager Delfino stated Executive Director Edson stated we had some good working meetings with Motorola specifically pertaining to how to bring some sites in from a schedule standpoint. Program Manager Delfino added that Motorola has come up with a plan to add to this list of nine sites, which are planned for 2018 construction starts. Motorola is working aggressively with our Team and engineers to get the drawings completed to possibly add to the list for 2018.

Director Gialamas acknowledged and congratulated the Jacobs Team on their promotions.



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

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

**E. Outreach Update**

Executive Assistant Wendy Stallworth-Tait presented the Outreach Update, Agenda Item E and stated that she will highlight a few of the key outreach activities and stated that many meetings with AT&T occurred. Executive Director Edson and Program Director Odenthal met with representative from Port of Long Beach Joint Command & Control Center. There was also a meeting with Captain Doug Murray from West Covina and their attorney to solidify the BKK SAA, which is before you today for approval. There was also a meeting with the Justice Deputies for the Board of Supervisors on the three Waterworks District sites and the CCT Generator site that your Board approved at its April meeting. Executive Director Edson continues to serve on the Cal OES Board and attended an AT&T consultation meeting.

There was no further discussion.

**F. PSBN Onboarding Update**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F and stated we are transitioning our onboarding to various agencies and working with AT&T for the National Broadband Networks System.

In regards to installation of routers, at the time of posting we were at 1,098 for LASD but now we have over 1,100 installs and we are at 586 for the LACoFD. As noted on the second page we will continue to work with those agencies that have APN connections.

Board Member Chidester stated she was happy to see Executive Director Edson at the Southern California Regional ITS Architecture Steering Committee Meeting, and asked if there's going to be any kind of connection with LA-RICS and the Steering Committee. Executive Director Edson stated there's potential on the LTE side to assist if we maintain some form of governance we may be able to assist some of the agencies. Traffic management and traffic control were a topic of ways to improve. Executive Director Edson stated LTE is a valuable tool for them.

Board Member Alexander asked about the onboarding item for Long Beach, and if you can expand on the Grand Prix. Executive Director Edson stated we had some network core devices that were connected to the FirstNet core and we tested them through some of the commercial carriers and collected data. Board Member

Alexander asked if we had anyone walking the event and Executive Director Edson stated yes we did.

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

### **G. ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS**

Administrative Deputy Orellana-Curtiss stated we do not have a formal grant augmentation before your Board today but we do understand from the Federal grantor that the augmentation is eminent, so in the interest of time we are taking advantage of this meeting by presenting Agenda Item G and recommending that your Board:

1. Accept \$34,540,863 in grant funds from the BTOP Grant; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$350,000 to the BTOP grant-funded expenditures in Fiscal-Year 2017-18 to allow for some initial site selection and site assessment work that needs to be done immediately once funds are received; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

Board Member Alexander asked if you are referring to a site or sites. Administrative Deputy Orellana-Curtiss stated sites as in plural. She stated we have 40 candidate sites in our project plan; however we will not be constructing 40 sites and will need to pare those down to 26 due to funding constraints. There is some preliminary work the team including the environmental team needs to work on in order to identify the 26 sites out of the pool of 40.

Administrative Deputy Orellana-Curtiss stated if we receive augmentation and/or special award conditions we expect it to be only in connection to our use of the existing FirstNet spectrum, as you all know we have a Spectrum Manager Lease Agreement (SMLA) with FirstNet to use their spectrum to operate PSBN Round 1, however; that agreement expires on June 30<sup>th</sup>. The grantor has been working closely with FirstNet legal to identify a solution which instead of an amendment to the SMLA, are looking into special award conditions that will allow us to operate on that system while we transition Round 1 to AT&T. Administrative Deputy Orellana-Curtiss stated this is the only change expected from our current grant terms.

Director Gialamas stated he has no problem with pre-authorization, just concerned if something gets returned from BTOP different from the expectation that we have an

opportunity as the Board to take a look at it, therefore I would request a report back to the Board with any substantial changes. Alternate Board Member Geiger stated he agrees with Director Gialamas, for example if the Executive Director provides a memo with delegated authority in the absence of a special meeting he can go forward. This is so that a provision is noted in the record. Executive Director stated ten days is a good amount of time to report back. Alternate Board Member Geiger stated to amend the motion to include before the Executive Director exercises the delegated authority act, if there has been any change to the provisions to notify the Board in writing ten days in advance and in the absence of a special meeting the Executive Director can exercise the authority.

Alternate Board Member Geiger motioned first, seconded by Director Gialamas.

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

#### **MOTION APPROVED**

#### **H. APPROVE AMENDMENT NO. 27 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

Contracts Manager Jeanette Arismendez presented Agenda Item H and recommended that the Board:

1. Approve Amendment No. 27 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the enclosure to the Board Letter, which extends the Initial Term of the Agreement to contemplate the continuance of Phase 5(PSBN Maintenance) Work for an additional thirty (30) days until June 30, 2018, unless sooner terminated or extended in whole or in part, in the amount of \$195,306.
2. Increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration.
3. Delegate Authority to the Executive Director to execute an amendment to extend the term for an additional thirty (30) days, at no cost, should the need exist, to allow for the National Telecommunications and Information Administration (NTIA) to approve the LA-RICS PSBN Round 2 buildout, provided such amendment is approved as to form by Counsel to the Authority.



4. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed (NTP) for this Work.

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

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

### **MOTION APPROVED**

## **I. AMENDMENT NO. 26 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

Contracts Manager Jeanette Arismendez presented Agenda Item I and recommended that the Board:

1. Approve Amendment No. 26, substantially similar in form to the enclosure to the Board Letter, which contemplated the following:
  - a. Increase the scope of work to allow Jacobs to assist the Authority in completing certain work in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability in the amount of \$5,489,350.
  - b. Reflect the inclusion of a Grants Analyst position to assist the Authority with grant administration work in the amount of \$446,080.
  - c. Revise the Rate Schedule to reflect an increase to the hourly rates by 2.7 percent to account for a COLA and to reflect changes in staff, in particular, to the Program Director, Program Manager, and Deputy Program Manager.
2. Approve an increase to the Maximum Contract Sum in the amount of \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the cost increases for the revisions contemplated in Amendment No. 26 into consideration. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 26, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed for this work.



Board Member Alexander prefaced his comments by stating he is extremely impressed by Jacobs, however; he has concerns regarding a \$5 million dollar amendment to the contract. Board Member Alexander went on to state he is not in a position to gauge if that dollar amount is appropriate because he does not have that level of knowledge or expertise and would have to rely on the Executive Director. With respect to the Grants Analyst position for \$446,080, Board Member Alexander indicated that while he is familiar with this position, the proposed cost appears very high. He went on to state that despite not knowing how much is attributed to benefits, etc. for the position, he expressed discomfort with the proposed value. In response to Board Member Alexander's concern, Administrative Deputy Orellana-Curtiss stated recommended item 1.a, the plan that was developed in 2017, identified the scope of the Round 2 build out and that plan was revisited in 2018 with AT&T, along with the corresponding scope of work. Administrative Deputy Orellana-Curtiss further indicated the team has thoroughly reviewed the role of each individual whether it be for environmental work, construction management, site deployment, and hand off to AT&T for the Round 2 work. Administrative Deputy Orellana-Curtiss informed the Board the \$5 million dollar amount is appropriate and commensurate with the scope, which has been approved by the grantor.

Executive Director Edson stated he has reviewed the history and compared the expenses of the past with the expectations of the future and believes the value is appropriate. Board Member Alexander inquired of Executive Director Edson if you're comparing last year to this year and whether or not the value is comparable to the industry practice comparison. Executive Director Edson stated yes, a year ago it was.

With respect to item 1.b, the Grant Analyst position, Administrative Deputy Orellana-Curtiss stated the cost of the position covers the full term through September 2020 as well as through the end of the grant close out period. Board Member Alexander asked whether the cost were for a 2 ½ year period, to which Administrative Deputy Orellana-Curtiss responded yes that is correct, and indicated that does not reflect an increase from what was adopted in our budget for this position. Director Gialamas stated there is no added expense to the Authority because we would have paid the same to the County, which Administrative Deputy Orellana-Curtiss confirmed. Administrative Deputy Orellana-Curtiss went on to state the current Grant Analyst, Lam Tran, is returning to the County and we canvassed the County's eligibility list within our budgeted amount and unfortunately we are having troubling finding someone with the requisite experience and skills needed to handle the grants positions at this juncture of the project. However, we have identified an individual that speaks the LA-RICS language within Jacobs's team that can fulfill the requirements of the Grant Analyst position.



With respect to item 1.c, the COLA, Board Member Alexander asked if there is a breakdown and Contracts Manager Arismendez stated yes and referred the Board to page 4, which outlined the COLA cost impacts for both the PSBN and LMR System projects.

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

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

Director Gialamas thanked the Jacobs team for making it work.

### **MOTION APPROVED**

## **J. AMENDMENT NO. 13 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

Contracts Manager Jeanette Arismendez presented Agenda Item J and recommended that the Board:

1. Approve Amendment No. 13, substantially similar in form to the enclosure to the Board Letter, which contemplated the following:
  - a. Increase to the scope of work to allow Televate to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular assistance with PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
  - b. Extend the term of the Televate Agreement to December 31, 2020, to align with the completion of certain work contemplated in the PSBN Round 2 PIP, in particular PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
2. Approve an increase to the Maximum Contract Sum in the amount of \$3,120,266 from \$11,506,310 to \$14,626,576 to allow for increase in the scope and the term extension. No work will be authorized until appropriate funds are secured.

3. Delegate authority to the Executive Director to execute Amendment No. 13, in substantially similar form to the enclosed Amendment.

Board Member Alexander inquired if Executive Director Edson has evaluated and determined if the proposed costs are within industry standards. Executive Director Edson stated he is aware of industry standards within the LTE community and informed the Board that Televate is at the top in subject matter expertise within this field and are very competitive and expressed his comfort with them as a partner. Director Gialamas asked since the items extend the contract to 2020 what was the original contract term. Contracts Manager Arismendez stated the current timeline aligned with the completion of previous objectives and ongoing PSBN operations, but indicated there was not a definitive end date. Executive Director Edson stated we would not be here if Round 2 did not exist.

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

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

#### **MOTION APPROVED**

#### **K. APPROVE SITE ACCESS AGREEMENT WITH WEST COVINA COMMUNITY DEVELOPMENT COMMISSION, A PUBLIC BODY, MUNICIPAL AND POLITIC ("CDC") AND THE CITY OF WEST COVINA, MUNICIPAL CORPORATION ("CITY"), (COLLECTIVELY "OWNER", OR " THE CITY OF WEST COVINA") FOR A LAND MOBILE RADIO SYSTEM SITE**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item K and recommended that the Board:

1. Find that (a) the approval and execution of the SAA for the BKK Landfill (BKK) site listed in (Enclosure 1) to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the activities previously authorized at site BKK 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 further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA



pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project .

2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with the City of West Covina (The Owner).

Board Member Alexander motioned first, seconded by Director Gialamas.

Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

### **MOTION APPROVED**

#### **L. ADOPT OPPOSE POSITION TO ASSEMBLY BILL 1912; DELEGATE AUTHORITY TO ISSUE LETTER OF OPPOSITION**

Executive Director Edson and Counsel Truc Moore presented Agenda Item L and recommended that the Board:

Adopt an "Oppose" position to AB 1912 and delegate authority to the Executive Director to issue a letter substantially similar to the enclosed on behalf of the LA-RICS Joint Powers Authority (JPA) opposing enactment of AB 1912.

Counsel Truc Moore provided background information on the AB 1912 and the reason why the Board should go on record in opposition to the passing of this bill.

Board Member Alexander briefly explained this legislation to the Board as well and the importance of opposing this item. Director Gialamas stated for clarification on the signature page the recommendation is for opposition not for "no opposition."

Chair Gialamas thanked Board Member Alexander for bringing this important legislation to the Board's attention and stated that he doesn't believe that this item would have been on any of the Board member's radar and it could have serious potential liability to our members as well as individual liability.

Board Member Chidester asked if our Bylaws allows us to take action on legislative action, and Counsel Moore stated yes.

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



Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

**MOTION APPROVED**

**M. APPROVE THE IMPLEMENTATION OF THE LA-RICS LAND MOBILE RADIO SYSTEM STANDARD OPERATING PROCEDURES POLICY**

Deputy Program Manager (DPM) Tanya Roth stated in follow up to the March Board meeting, and as directed by the Board, an Ad Hoc Committee, Chaired by Chief Bundesen, was established to review the initial draft sections of the LMR Standard Operating Procedures document, conversationally referred to as the "SOP." DPM Roth reminded the board members that as reported at the March Board Meeting, the SOP contains sensitive information and is considered a confidential document.

She went on to explain that on April 9<sup>th</sup>, the Ad Hoc Committee met with members from the Tech and Ops Committees along with LA RICS staff and DPM Roth to review the SOP.

DPM Roth, asked Alternate Board Member and Chair of the Ad Hoc Committee, Chief Bundesen, to share comments and feedback summarizing their gathering in April.

Ad Hoc Committee Chair Bundesen stated on April 9, 2018, Ad Hoc Committee Members Chief Mark Fronterotta, Chief Chris Nunley and Chief Chris Donovan, convened to review the first four sections of the SOP and had a meaningful discussion with Ted Pao (Chair of the Technical Committee), Battalion Chief Kyle Zuniga (Chair of the Operations Committee), Jeanette Arismendez (LA-RICS Staff) and Tanya Roth (Jacobs Consultant) regarding the contents of the SOP.

Ad Hoc Committee Chair Bundesen stated they covered the first four sections of the SOP and the Committee found no negative impact or encroachment on existing and future member agencies' operational processes and protocols. Chief Bundesen went on to state that the Ad Hoc committee recommended approval explaining that moving forward, the Ad Hoc Committee would review each section as it becomes available. Since the Ad Hoc Committee convened on April 9<sup>th</sup>, Section 5 had also been reviewed and no negative impact or encroachment to the member agencies was found.

DPM Roth stated that with the support from the Ad Hoc Committee, she would like to present the LA RICS Land Mobile Radio System Standard Operation Procedures Policy board letter.

She went on to explain that the purpose of the policy is to ensure that the Authority has a policy in place setting forth operational guidelines, technical specifications and technical requirements for use of the LMR system with interoperability as the focal point. She then delineated that Board's approval is requested to grant delegated authority to the Executive Director for the development, implementation and updating of the SOP; clarifying that the ask at hand was not for approval of the actual SOP document itself.

She reported that to date the working group had completed five sections in draft form covering: overall Purpose and Scope, Radio System Management and Configurations & Allocation. The working group was in process on a 6<sup>th</sup> section focused on Interoperability with plans to produce two more sections on Maintenance Responsibilities and Site & System Security

She then stated that it was staff's hope and desire that with the support and involvement of the Ad Hoc Committee, the Board concerns regarding the contents of the SOP had been eased and the Board would now be supportive of the request to delegate authority to the Executive Director for the development implementation and updating of an LMR SOP.

Board Member Gialamas then inquired on the completion date of the SOP. DPM Roth stated that the target was by end of summer 2018.

Board Member Alexander thanked Chief Bundesen and the Ad Hoc Committee for taking time to review and approve the SOP on behalf of the JPA Board of Directors.

DPM Roth presented Agenda Item M and recommended that the Board:

1. Approve and adopt the enclosed LA-RICS LMR System SOP Policy (Enclosure) to ensure the Authority has a policy in place for the LMR System relating to operational guidelines, technology specifications, and technology requirements including cybersecurity.
2. Delegate authority to the Executive Director to develop and implement the LMR System SOP and update the procedures contained therein as he deems appropriate and as may be necessary with consultation from the Joint Operations and Technical Committees and with the Ad Hoc Committee as may be needed.

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



Ayes 9: Chidester, Ortiz, Alexander, Geiger, Bundesen, Gialamas, Haberle, Perez and Leyn.

**MOTION APPROVED**

- IX. MISCELLANEOUS – NONE**
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XI. CLOSED SESSION REPORT – NONE**
- XII. ADJOURNMENT and NEXT MEETING:**

The Board meeting adjourned at 10:06 a.m., and the next meeting will be determined at a later date.

## Executive Summary

June 27, 2018

### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion – all infrastructure work is complete. Sites are operating and testing/optimization is completed.
- The Authority submitted its PSBN Round 2 Project Implementation Plan (PIP) to NTIA on February 15, 2018. The PIP was reviewed and formal approval for objectives 1 and 2 are expected to be delivered to LA-RICSHQ in the last week of June 2018.

### LMR Update

- Zoning Drawing – 25 Sites are at ZD level, 3 of which are approved to proceed to 50% Level Drawings.
- 50% Construction Drawings – 3 Sites are at 50% level, 0 of which are in development for 75% Level Drawings.
- 75% Construction Drawings – 0 Sites are at 75% level and 0 sites are approved to proceed to 100% level.
- 100% Construction Drawings (Prior to submission for Building Permit) – 6 sites are at 100% level.
- Building Permit Received – 19 Sites to date.
- Sites Eligible to Construct: (Includes Completed Sites, Sites Under Construction and/or Equipment Installs & Locations).

- |   |   |
|---|---|
| 1. APC – Junction of I-105 and I-405            | 10. LA-RICS HQ, - Monterey Park                 |
| 2. BMT – Angeles, overlooking CA-138 and I-5    | 11. MLM – Mira Loma Detention Center            |
| 3. CCB – Compton                                | 12. MMC – Palmdale – Sierra Pelona Mountain Way |
| 4. CCT – Downtown                               | 13. MVS – Whittier                              |
| 5. CLM – Claremont                              | 14. ONK – Oat Nike                              |
| 6. FCCF – 1320 Eastern Ave                      | 15. PHN – Puente Hills                          |
| 7. HPK – Northern Angeles, overlooking Palmdale | 16. PLM – Palmdale                              |
| 8. LDWP243 – Junction of I-5 and CA-14          | 17. SDW – San Dimas Water Tank                  |
| 9. LASDTEM – Temple City                        | 18. TPK – Gorman                                |
|   | 19. VPK – Verdugo Peak - Glendale               |



<b>LA-RICS GRANT STATUS</b>					
<b>Grant</b>	<b>Award</b>	<b>Costs Incurred/NTP Issued</b>	<b>Invoiced / Paid</b>	<b>Remaining Balance</b>	<b>Performance Period</b>
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,456	\$5,240,456	\$590,366	\$-	5/31/19
UASI 17	\$34,763,750	\$-	\$-	\$-	5/31/20
UASI 18	\$34,763,750	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$120,117,137	\$-	\$115,077,224	\$5,039,913	9/30/20

<b>STATUS OF PSBN AGENCY ONBOARDING</b>		
<b>Agency</b>	<b>Onboarding Status</b>	<b>Number of Units Installed/Demo Kit/SIM cards Received</b>
LASD	Installations in progress.	1155
LACoFD	Installations in progress.	649
Inglewood PD	FirstNet connection is complete. Joint testing of the APN is being scheduled.	23
Claremont PD	FirstNet connection is complete. Joint testing of the APN is being scheduled.	2
Bell PD	Two routers in use. Working directly with FirstNet/AT&T	2
Covina PD	Two routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. Router in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas. Routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	2
Signal Hill PD	They will work directly with AT&T.	0

## **AGENDA ITEM B**



# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network utilizes 60 sites in its System Design and (2) Long Term Evolution (LTE) broadband data network is deployed at 76 sites. Both systems 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.



**Monthly Report No. 74**

**For May 2018**

**Submitted June 22, 2018**

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## LTE-1 UPDATES

### Site/Civil/Closeout

- Our internal operations team has completed their drive test on the SCE COW's. After further review of the test data, the team-recognized that a few individual sites were experiencing hand-off and other performance issues. The team provided recommended changes such as down tilts; azimuth or power reductions to assure these newly integrated sites will perform at the required levels. Since the planned modifications have taken place to those sites, the network levels have risen providing the added benefit more in line with the other sites within the Network.
- All construction/testing for site LACUSC has been completed and the site is on air as of the beginning of May.

### PSBN OnBoarding

- No new activity

### Operations/Governance

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

1. Manage and Govern MSI
2. Ensure PSBN operational performance
3. Ensure internal LA-RICS operational aspects are in place
4. Develop and Implement Policies
5. Govern Change Management

The weekly Operations meetings are scheduled as follows:

- **Tuesdays - Network Fault and Performance:** (Joint LA-RICs and MSI meeting) The session provides updates and resolutions for Network deficiencies, trouble tickets including system alarms occurring throughout the Radio Access Network (RAN) as well as the Core. This one (1) hour meeting focuses on reviewing and examining all incidents identified during the past week that affect and determine Service Level Agreements (SLAs) and KPIs. Areas of operational performance governance include trouble identification, sectionalization, resolution including processes and activities MSI could improve to effectively manage the network.
- **Wednesday - Internal Operations Meeting:** This internal meeting encompasses a pool of objectives formulated to address internal functional and resource structures, assignments, process and procedures as well as strategies to govern MSI and work through their deficiencies. Included are progress reports on daily functions, change management as well as updates on assigned action items.
- **Thursday - Process Improvements, Policy and Governance:** The team (Joint LA-RICS and MSI meeting) meets once a week to discuss Governance and resources focused on improving MSI processes specifically targeted towards alarms, trouble ticketing including Radio Access Network (RAN) and Core upgrades and functionality.

### Special Events

- No special events at this time.

### LTE 2 Updates

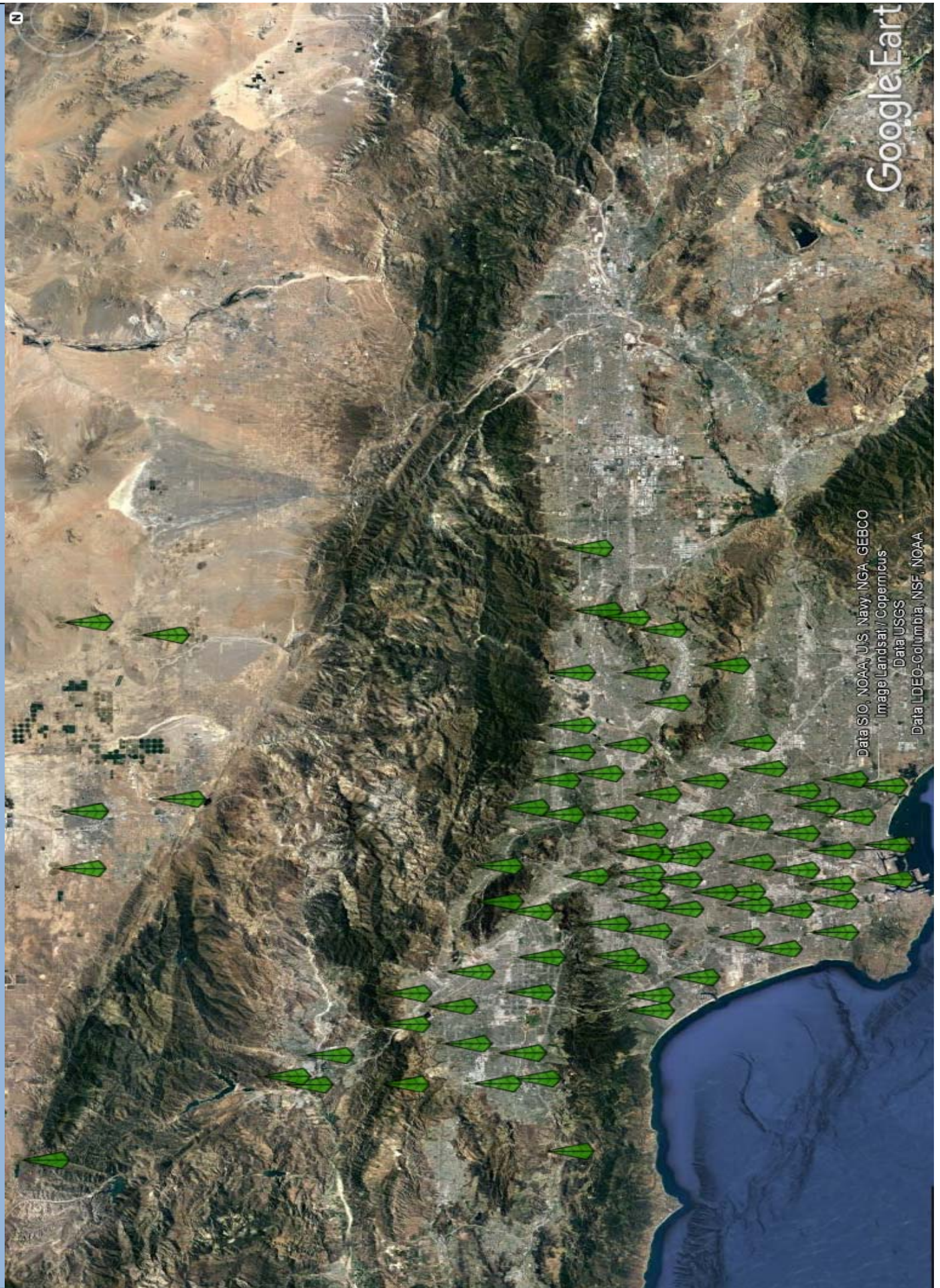
The Authority is still waiting for formal augmentation from NTIA for Round 2.

Weekly calls between ATT and LARICS are on-going focused on the transition plan for the existing PSBN system from the LARICS core to the AT&T core. Additional discussions, activities and meetings:

- Technical meetings with MSI (Cradlepoint and Sierra Wireless)
- Device, routers, PSBN sims products and next steps
- Backhaul and APNs
- County Service contracts
- Device demo's



## LTE-1 SITES





## LMR UPDATES

### Environmental Update

- Attended teleconference with FEMA and Cal OES on May 1. Provided a spreadsheet to FEMA and Cal OES that shows the regulatory sources of mitigation measures required during construction at LMR sites on May 15, 2018.
- Continued to review Pyramid's and FCS's pre-construction forms and weekly and daily compliance reports.
- Continued visits to LMR sites.
- Prepared NOE for an LMR site for May 17 Board meeting CEQA action (i. e., approving an SAA).
- Submitted an email on May 21 to let FEMA know that the polygon change at Site RIH results in no change to previous regulatory findings and therefore there is no change to the EMIS clearance previously provided for this site as part of Group 3 in January 2017.
- Attended an informational meeting on Site GRM that was held at the request of California State Parks on May 23.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 775 persons as of May 16.

### Permitting Support

- Jacobs continues to review MSI's work and meet weekly with MSI to support MSI's developing and adhering to a P6 schedule for individual coastal development permit (CDP) submittal packages for sites included in the Santa Catalina Island, Santa Monica Mountains, and City of Malibu Local Coastal Plans (LCPs) and under State of California jurisdiction. This effort includes review of MSI-submitted zoning and construction parameters (e.g., proposed tower heights and other site design features) to verify these are consistent with Authority requirements and compliant with each applicable LCP, and directing MSI to modify design drawings as appropriate to meet program needs.
- Jacobs submitted the Proposal for special use permit (SUP) on May 4, 2018. The U.S. Forest Service (USFS) has begun providing comment back to the Authority. Assuming the Authority passes the initial and second screenings, the USFS will invite the Authority to submit an application for Special Use Permit (SUP). Under a temporary SUP, the geotechnical investigation for the USFS sites has been re-accomplished at 2 sites, with a third site (Mount Lukens 2) pending. Radio spectrum fingerprinting and noise floor monitoring studies are also permitted and pending completion by MSI. Jacobs and Authority staff continue to meet with key ANF on a monthly basis.

### Budget

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

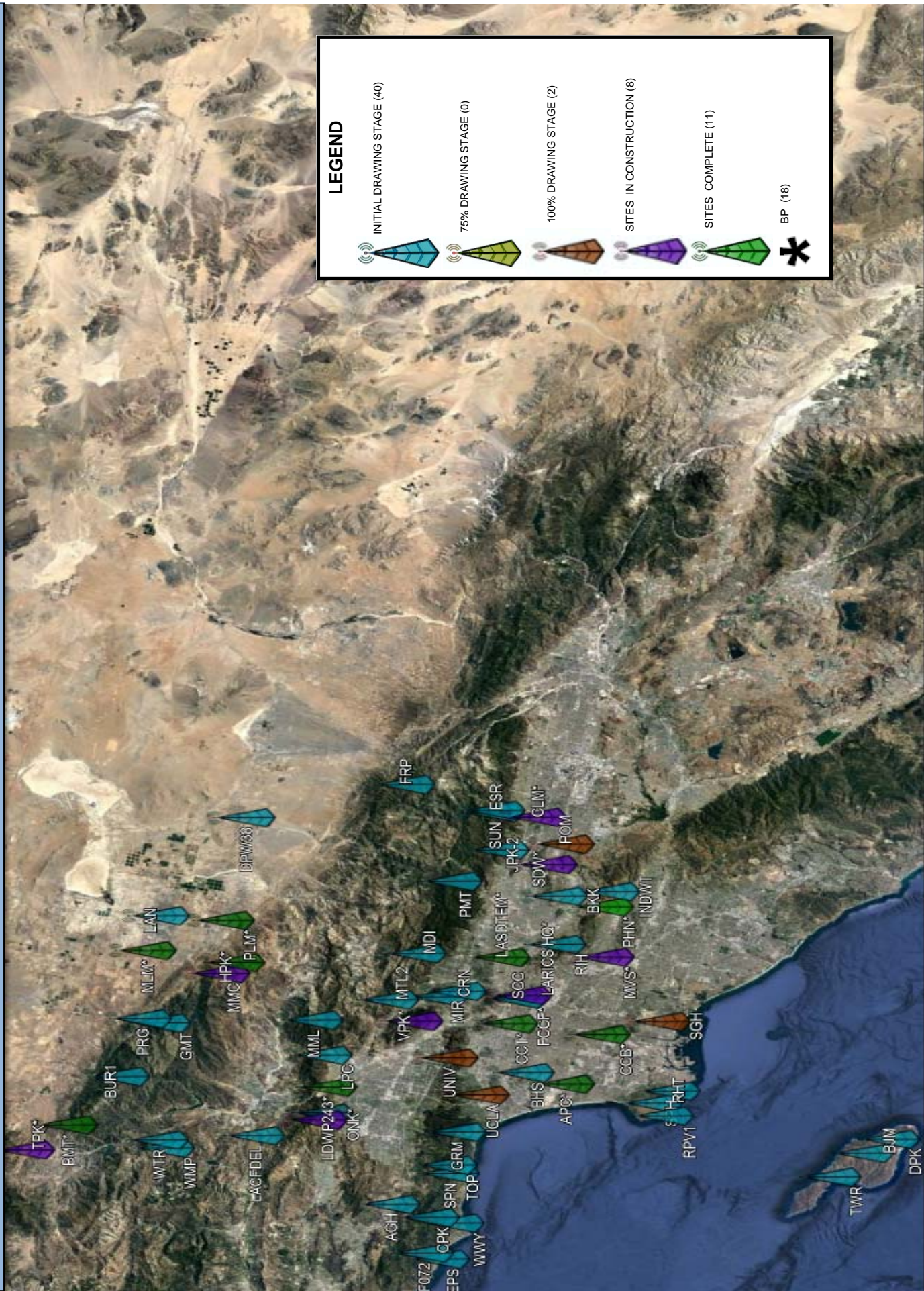
### Schedule

- On going rebaseline of the schedule

### Site/Civil

- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twenty (20) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM and SDW) have been submitted and approvals have been received for nineteen (19) of the twenty sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. As of 05/29/2018 nineteen LMR Building Permit Applications have been approved and construction is underway on all nineteen sites.
- 24 each 100% CD's have been received for review and approval by the authority as of 05/29/2018 of which 20 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- The proposed LMR Rio Hondo (RIH) site at Puente Hills Landfill has been relocated outside the LA County lease area and LA-RICS will be negotiating a Site Access Agreement (SAA) directly with LA County Sanitation District 18. With the addition of RIH, Jacobs is now tasked with obtaining SAA's for 18 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 05/29/2018 twenty eight (28) executed SAA's are in place.

# LMR SITES





## **Monthly Report #57**

**Reporting Period: 4/19/18 thru 5/21/18**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***



## Table of Contents

1. Executive Summary.....	3
2. Project Status .....	7
2.1 Tasks In Progress or Completed .....	7
2.2 Tasks Planned for Next Period .....	8
3. Project Risk Register.....	9
4. Areas of Concern.....	10
5. Disputes and Claims .....	11
6. Financial Status .....	11
7. LA-RICS Master Schedule .....	11

## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**This report covers the period from 4/19/18 thru 5/21/18**

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

The primary Phase 1 activities for this period include:

**LMR System Design**

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

### Site Design Activities




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


### LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 24 (out of 60) Site Access Agreements have been executed.

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreement, A&E drawings, Building Permit Submissions, and construction starts. Individual site environmental approvals may impact geotechnical investigations. These delays continue to negatively impact the schedule.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced to date while simultaneously limiting the number of revisions necessary prior to approval.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Contractor Performance, Schedule adherence, and Site Conditions. FEMA independent site

LMR Project Dashboard			
Category	Rating	Change	Comments
Budget			environmental approvals required.  Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
<b>LMR System Design</b>	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (	In Process
Provided updated USFS tower elevations	In Process
<b>Site Design, Zoning and Permitting</b>	
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	In Process
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
<b>Construction</b>	
Sites (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN, MMC, MVS, ONK, PLM, SDW, TPK, VPK, LARICSHQ, CLM)	In Process
<b>Staging</b>	
Microwave/Backhaul – Manassas, VA	Complete
<b>FNE Installation</b>	

Activity Name	Activity Status
A&L, Microwave Dishes, Equipment Racks,	In Process

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
<b>LMR System Design</b>	
Design Baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design</b>	
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
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Activity Status
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Construction (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN, MMC, MVS, ONK, PLM, SDW, TPK, VPK, LARICSHQ, CLM, POM)	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process

## 2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Going
<b>LMR System Design</b>	
Review and Approve design baseline site parameters & design sections	On Going
Contract True-up of site designs and equipment for each site	On Going
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Geotechnical Boring Plans	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages - 10 sites (AGH, BKK, CRN, SGH, UNIV, CLM, LAN, LARICSHQ, OAT, UCLA)	On Going
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process

## 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental	Authority	Med	The individual determination of	Active

Title	Assigned	Impact	Risk Description	Status
Process			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.	
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

#### 4. Areas of Concern

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

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

ID	Event / Circumstance	Remedial Action Taken or Required
		microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

## 5. Disputes and Claims

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

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

## 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	165,366,424
Cumulative Invoice Payments from Last Report	70,718,853
Total Invoice Payments This Period	-
Remaining Amount to be Paid	94,647,571

## 7. LA-RICS Master Schedule

The master schedule underwent major reconstruction in May and reports were not generated the last two weeks in May. The schedule is being rebaselined to tie to The Authority's 20/20/20 plan. The next reporting period will reflect the mutually agreed to changes between The Authority and MSI.



(See attached LMR Executive Project Summary Snapshots)



## **Monthly Report - #51**

**Reporting Period: 4/19/2018 thru 5/21/2018**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) – Public Safety Broadband Network**

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

1. Executive Summary.....	3
2. Project Status .....	11
2.1 Tasks In-Progress and Completed .....	11
2.2 Tasks Planned for Next Period .....	11
2.3 Authority Look-Ahead Tasks (120-Day) .....	11
3. Project Risk Register.....	11
4. Areas of Concern .....	11
5. Disputes and Claims .....	12
6. Financial Status .....	12
7. LA-RICS PSBN Project Schedule.....	12

## 1. Executive Summary

There are no changes to this report, from the previous month's submittal, other than the Financial Status – found in Section 6. This is the final monthly report for this project unless the contract is further extended.

The Los Angeles Regional Interoperable Communications System - Public Safety Broadband Network (LA-RICS PSBN) project is a 700 MHz Long Term Evolution (LTE) public safety mobile broadband network that will provide broadband services across the County of Los Angeles for the Authority's Member Agencies.

The LA-RICS Authority was awarded a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant by Department of Commerce's National Telecommunications and Information Administration (NTIA) to deploy the LA-RICS PSBN system. The BTOP grant program requires that the LA-RICS PSBN system be compatible with the future Nationwide Public Safety Broadband Network (NPSBN) currently being designed and developed by FirstNet, an independent authority within the NTIA. Additionally the Authority executed a Spectrum Manager Lease Agreement (SMLA) with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (D-Block). The LA-RICS-PSBN system provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the National Public Safety Broadband Network (NPSBN).

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must have construction activities substantially completed by September 30, 2015 to be in compliance with the BTOP grant funding program. The cost for all Work performed that is not covered by the BTOP grant program will be the sole responsibility of the Authority. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

On March 10, 2014 the Authority issued **NTP 1** authorizing Motorola to begin all work in Phase 1 for System Design services. Phase 1 primary activities include:

- LA-RICS Deliverables
- Project Management Plans
- System Design
- Site Design
- RF Emissions Report
- Inventory and Management System

On April 7, 2014 the Authority issued **NTP 2** for **Amendment 2** to add detailed design services to Phase 1 for Additive Alternate No. 1, a Home Subscriber Server (HSS), and Additive Alternate No. 2, a Redundant Evolved Packet Core (EPC).

On June 20, 2014 the Authority issued **Amendment 3** to exercise the Unilateral Options for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

On June 20, 2014 the Authority issued **NTP 3** to begin limited work related to Phase 2 and Phase 3. Microwave equipment was excluded from NTP 3 until the Authority approves the backhaul design and

issues a separate NTP. NTP 3 also authorized Motorola to proceed with all planning and non-site mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.

On July 10, 2014 the Board of Directors approved **Amendment 4** for Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components of Additive Alternate No. 1, a Home Subscriber Server (HSS) and Additive Alternative No. 2, a Redundant Evolved Packet Core (EPC).

On September 8, 2014 the Authority issued **NTP 4** to proceed with work related to Phase 3 Supply PSBN Components for Additive Alternate No. 1, a Home Subscriber Server (HSS). Phases 2 and 4 were excluded from NTP 4 as they relate to Additive Alternative No. 1. Per NTP 4, authorization to design and purchase the HSS have been issued but installation and implementation have been excluded.

On September 17, 2014 the Authority issued **NTP 5** authorizing Motorola to proceed with Work related to Site Construction and Site Modification under Phase 2 for Additive Alternate No. 1, Home Subscriber Server (HSS). With respect to Phase 2, Site Construction and Site Modification, the services to be performed for Additive Alternate No. 1 involve minor site preparation activities in order to receive applicable equipment racks within the existing communications rooms at the Fire Command and Control Facility.

On September 25, 2014 the Authority issued **NTP 6** authorizing Motorola to proceed with ordering 40 additional standard equipment packages. As of NTP 6, Motorola is not authorized to proceed with ordering any equipment that is dependent on final design approval from the Authority, including for microwave and backhaul, until such time as the Authority has approved the final design for such sites and issues an NTP. The final site and backhaul design will be completed within 60 days of the Authority finalizing site locations and tower configurations.

On September 26, 2014 the Authority issued **NTP 7** authorizing Motorola to proceed with Phase 4, PSBN Implementation Work. The work related to the installation of the Primary EPC at FCCF consists of installing, optimizing, testing, commissioning, and deploying all of the Authority-authorized portion of the PSBN including, without limitation, all hardware, software, physical and network infrastructure, data, and all other deliverables and other work necessary to implement the full functionality of the PSBN and training staff on the use of the PSBN. NTP 7 excludes installation of the System Management Monitoring Servers (SMMS - the servers required to manage and monitor the PSBN).

On October 1, 2014 the Authority approved **Amendment 6** for the removal of three (3) PSBN Sites and to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites. Amendment 6 increases the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

On October 10, 2014 the Authority issued **NTP 8** authorizing Motorola to modify the existing order of 40 sites contemplated in NTP No. 6 (standard antenna support structures - 70 foot undisguised monopoles) to order 40 sites worth of equipment considering any mix of antenna support structures (undisguised and/or disguised, with disguised antenna support structures limited to 31 sites pursuant to Amendment No. 6) that Motorola deems necessary to commence construction activities. As of this NTP, construction activities remain prohibited pending the Authority receiving FONSI and SHPO approvals.

On October 22, 2014 the Authority issued **NTP 9** authorizing Motorola to proceed with all Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at the County of Los Angeles' Fire Department's Fire Command and Control Facility (FCCF). The NTP included the statement: "Motorola Solutions has agreed to provide a fully geo-redundant SMMS configuration (to begin implementation in November, 2015)." Motorola provided clarification that the agreement was still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

On November 4, 2014 the Authority issued **NTP 10** authorizing Motorola to begin construction on 94 sites provided within the NTP.

On December 2, 2014 the Authority issued **NTP 11** authorizing Motorola to proceed with all Work necessary for ordering and installing site routers and core routers at FCCF, LAPDVDC, and all sites for Phase 3, Supply PSBN Components. NTP also authorized Motorola to proceed with all Work related to Phase 3 for Additive Alternate 2 Redundant EPC to be located at LAPDVDC.

On December 2, 2014 the Authority issued **NTP 12**, authorizing Motorola to proceed with ordering an additional 75 PSBN Sites worth of standard equipment, such as antenna support structures Evolved Packet Core (EPC) components, eNodeB components, antennas, and associated accessories for all sites that are not dependent on final design approval. Additionally, Motorola is authorized to proceed with the ordering of all Work related to Phase 3, Supply PSBN Components, and Phase 4, PSBN Implementation, for TMR Cabinets and TMR battery backup components for 75 PSBN Sites.

On December 30, 2014 the Authority issued **NTP 13**, authorizing Motorola to begin construction on 31 City of Los Angeles Sites listed in NTP.

On December 31, 2014 the Authority approved **Amendment 7** to make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites.

On January 22, 2015 the Authority issued **NTP 14**, authorizing Motorola to proceed with ordering 25 vehicular routers.

On January 28, 2015 the Authority issued **NTP 15**, authorizing Motorola to begin construction on the two sites VEFD001 and VEFD003

On February 5, 2015 the Authority approved **Amendment 8** for the removal of thirty-six (36) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to reconcile the hose tower installation costs for twenty-eight (28) PSBN Sites. Amendment 8 decreases the Maximum Contract Sum from \$178,196,575 to \$166,254,679.

On March 3, 2015 the Authority issue **NTP 16**, authorizing Motorola to begin construction on the four sites; ARCPD01, AZPD001, ELMNTPD, LACF159.

On March 4, 2015 the Authority issue **NTP 17**, authorizing Motorola to proceed with ordering and implementing TMR cabinets for seventy-five (75) sites.

On March 3, 2015 the Authority and Motorola presented its project status report to the NTIA and NOAA representatives. The meeting highlighted the equipment procurement plan and implementation plan to deploy 182 sites by August 15, 2015. Motorola presented the updated PSBN system coverage maps based on the 182 sites.

On March 5, 2015 the Authority approved **Amendment 9** for the removal of twenty-four (24) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to accommodate various changes in civil construction scope at applicable sites.. Amendment 9 decreases the Maximum Contract Sum from \$166,254,679, to \$158,930,274.

On March 10, 2015 the Authority issue **NTP 18**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths identified in the approved PSBN backhaul design.

On March 18, 2015 the Authority issue **NTP 19**, authorizing Motorola to proceed with all Work related to Phase 4 (PSBN implementation) for Additive Alternate 2, Redundant Evolved Packet Core (EPC) at the Los Angeles Police Department Valley Dispatch Center (LAPDVDC).

On April 2nd, 2015 the Authority issued a formal **Suspension Order**, directing Motorola to halt the procurement equipment.

On April 3<sup>rd</sup>, 2015 the Authority received a **Stop Work Notice** for all work and was issued a Corrective Action Plan (CAP) from NOAA to be submitted by April 13, 2015. Between 3/3/15 and 3/13/15 Motorola produced numerous supporting coverage scenarios for the Authority to include within the CAP response.

On April 16, 2015 the Authority issued a letter to Motorola requesting a plan for reduced scope and an analysis of cost impact. A Schedule was released on 5/07/15 and is updated on a weekly basis.

On May 7, 2015 the Authority issued **NTP 20**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths remaining as part of the CAP site list.

On May 7, 2015 the Authority issued **NTP 21**, partially cancelling the Suspension Order that was issued on April 3, 2015 and authorized construction to resume at the 69 sites identified in the Corrective Action Plan.

On May 7, 2015 the Authority issued **NTP 22**, directing Motorola to 1) look at options are returning Additive Alternate No. 1, the Redundant Evolved Packet Core (EPC), assigned to the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Ericsson; (2) recover the redundant EPC for Motorola's use in other projects or (3) resell the Redundant EPC to a secondary market. Motorola is evaluating the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 12, 2015 the Authority issued **NTP 23**, authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola in order to create a link between the FCCF and the City fiber ring. NTP 23 was limited to the County portion of the design.

On May 15, 2015 the Authority issued **NTP 24**, authorizing Motorola to order leased fiber services from AT&T, Verizon, and Time Warner to provide connections between the applicable CAP sites and the FCCF EPC site.

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects, or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 20, 2015 the Authority issued **NTP 26** Authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola to create a link between the EPC located at the Los Angeles County Fire Department's FCCF facility and the City Los Angeles fiber ring. NTP 26 expands upon the products and services in NTP 23 to include the City portion of the fiber scope.

On June 18, 2015 the Authority approved **Amendment 10** for the Inclusion of 15 Cell-On-Wheels and the Construction Restoration Work at 30 PSBN Sites.

On June 25, 2015 the Authority issued **NTP 27** Authorizing Motorola to proceed with all Phase 1 (System Design) Work for fifteen (15) Cell-On-Wheels (COWs) sites.

On June 30, 2015 the Authority issued **NTP 28** Authorizing Motorola to proceed with all Work related to construction restoration for thirty (30) PSBN Sites that have been removed from the program.

On June 30, 2015 the Authority issued **NTP 29** Authorizing Motorola to proceed with ordering nine hundred and seventy-five (975) VML-750 in-vehicle router units.

On July 16, 2015 the Authority approved **Amendment 11** to add 15 Cell-On-Wheels (COWs) and the PASDNPD site to the PSBN program.

On July 16, 2015 the Authority issued **NTP 30** Authorizing Motorola to proceed with all Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-On-Wheels (COWs).

On August 13, 2015 the Authority approved **Amendment 12** to remove forty-two (42) sites from the PSBN system, authorize the removal of seven (7) tower foundations at the applicable restoration sites, to purchase 5,000 Universal Integrated Circuit Cards (UICC), purchase of five (5) CISCO routers and five (5) corresponding units of data services, and approvals for applicable change orders.

On August 13, 2015 the Authority issued **NTP 31** Authorizing Motorola to proceed with ordering five thousand (5,000) standalone universal Integrated Circuit Cards (UICCs)

On September 1, 2015 the Authority issued **NTP 32** authorizing Motorola to proceed with ordering five (5) CISCO routers and five (5) corresponding units of data and related Work that are capable of operating a 4G cellular aircard on a commercial carrier that will allow Motorola and the Authority to temporarily test eNodeB sites in the event that the permanent backhaul solution is not available at the time of site commissioning.



On September 4, 2015 the Authority approved **Amendment 13** to confirm the prior removal of 77 additional sites.

On September 23, 2015 the Authority issued **NTP 33** authorizing Motorola to proceed with replacing the security certificates at the EPC core.

On October 9, 2015 the Authority approved **Amendment 14** to adjust the contract for scope changes to tower sites.

On October 15, 2015 the Authority issued **NTP 34** instructing Motorola to provide a portion of the training plan for 9 classes.

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority; (b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

On December 3, 2015, the Authority issued a Suspension Order for Waterway Coverage Testing, Special Operations Testing (SOT), and the Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in).

On December 21, 2015 the Authority and Motorola executed **Amendment 15** as described above.

On February 23, 2016, the Authority issued a Termination for Convenience for the Wide Area Coverage Testing.

On March 9, 2016 the Authority issued Motorola a **Termination for Convenience** for all Waterway Coverage Testing, Special Operations Testing (SOT), Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in) Testing, and for Freeway Coverage Testing.

On March 9, 2016 the Authority approved **Amendment 16** to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN sites to include six (6) indoor emission tests at identified sites.

On March 16, 2016 the Authority issued **NTP 35** authorizing Motorola to conduct additional RF Emissions Testing at twelve (12) PSBN Sites.

On May 4, 2016 the Authority approved **Amendment 17** to remove all Work related to Coverage, Stress, and Burn-in testing. On May 5, 2016 MSI submitted a claim for the portion of Work completed on the terminated scope. The Authority is currently reviewing MSI's submission.

On August 31, 2016 the Authority and MSI executed **Amendment 18** to extend the warranty period until 12/31/16, reconciliation of excess equipment and spare equipment, corrected construction costs associated the with the LASDCVS site, and correction of administrative errors in Exhibit C.

On December 12, 2016, the Authority and MSI executed **Amendment 19** to extend the warranty period until 3/31/17; make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; reflect the reduction in certain training; reflect a reduction in Wide Area Coverage Testing; reflect an increase in Optimization Work,; authorize the Authority to release the ten (10) percent Holdback for certain completed, accepted, invoiced, and paid work; and identify a net decrease in the Maximum Contract Sum by \$1,567,382.

On December 23, 2016 the Authority issued **NTP 36** authorizing Motorola to upgrade the Authority's Deployable Vehicle, System on Wheels (SOW) to support upcoming events.

On March 20, 2017, the Authority and MSI executed **Amendment 20** to reflect the relocate of certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On March 20, 2017, the Authority and MSI executed **Amendment 21** to extend the Warranty Period on a month-to-month basis, at no additional cost; with the first month commencing on April 1, 2017 and expiring on April 30, 2017.

On March 23, 2017 the Authority issued **NTP 37** authorizing Motorola to relocate certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On April 13, 2017, the Authority and MSI executed **Amendment 22** to create one (1) Access Point Name (APN) for a minimum of four (4) agencies.

On April 13, 2017, the Authority and MSI executed **Amendment 23** to extend the Warranty Period until May 31, 2017, at no additional cost.

On April 18, 2017 the Authority issued **NTP 38** authorizing Motorola to create one (1) Access Point Name (APN) for four (4) of the Authority's member agencies from a pool of six (6) member agencies.

On May 18, 2017, the Authority and MSI executed **Amendment 24** to exercise 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; replace Exhibit A (Statement of Work), in particular Task 9 (Public Safety Enterprise Network Services) with new verbiage .

On May 31, 2017 the Authority issued **NTP 39** authorizing Motorola to proceed with one-year of 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.

On August 2, 2017 the Authority issued **NTP 40** authorizing Motorola to perform additional Access Point Name (APN) and Public Safety Enterprise Network (PSBN) Work for four (4) of the Authority's member agencies (Bell PD, Claremont PD, Inglewood PD, UCLA Health Dept.)

On October 5, 2017, approved **Amendment 25** to capture the agreement to close out any remaining open issues and to close out this project. Amendment captures reduction in Network Management System and Inventory Management System scope; Reduction in Documentation Work; Reduction in Additive Alternate No. 2 (Redundant Evolved Packet Core) Work; Removal of Additive Alternate No. 3 (Location Services Work; Reduction in Cell on Wheels (COW) Site Work; Reduction in Site Construction Changes Work; Amendment to the Base Document; and Amendment to the Agreement Exhibits.






On November 21, 2017, approved **Amendment 26** reduced the PSBN full contract amount to adjust for price revisions in Exhibit C.12 and C.15.

On May 17, 2018, approved **Amendment 27** extended 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.

On May 17, 2018, the Authority issued **NTP 41** authorizing Motorola to proceed continuing Maintenance Work contemplated under Phase 5 for an additional month, commencing on June 1, 2018, and expiring on June 30, 2018.

**This report covers the period from 4/19/18 thru 5/21/18.**

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The project schedule is complete (other than the closeout items Motorola has agreed to complete during the maintenance phase).
Quality			No quality issues at this time.
Risk			No Risk issues at this time.
Scope			Nothing new to report.
Budget			Authority has not yet authorized payment for un-deployed equipment that was ordered by Authority and delivered prior to any stop work notices. This is being addressed by both parties as this project transitions to AT&T/FirstNet.

## 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 and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	Completed
<b>Site Construction &amp; Site Modification (Phase 2)</b>	Completed
Permit Clear for Applicable LTE Sites (1 LACUSC)	
Reconfiguration of Antennas at LACUSC	Completed
<b>System Implementation (Phase 4)</b>	
COW Sites Install, Configuration, Commissioning / Test	Completed
Complete re-installation of all equipment at LACUSC	Completed
<b>Overall Project Closeout</b>	
Completion of documentation submissions (Fixed Sites)	Completed
Completion of documentation submissions (COW Sites)	Completed
<b>Warranty - Start of Maintenance</b>	
Year One Maintenance Agreement	Completed

### 2.2 Tasks Planned for Next Period

The following depict the task activities that are planned for the next reporting period.

Activity Name	Planned Status
None	

### 2.3 Authority Look-Ahead Tasks (120-Day)

Activity Name	Start
None	

## 3. Project Risk Register

For this monthly report, the following items are at risk.

Title	Assigned	Impact	Risk Description	Status
None				

## 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 were 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
	n/a	n/a

## 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
Outstanding payment for un-deployed equipment	Awaiting payment from LARICS	Past-Due

## 6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 25.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-5)	\$ 100,827,352
Cumulative Invoice Payments from Last Report	(\$ 86,936,580)
Total Invoice Payments This Period	(\$ 249,250)
Remaining Amount to be Paid	\$ 13,641,522

## 7. LA-RICS PSBN Project Schedule

No project schedule as this project is completed and in the one-year maintenance period.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meeting with representatives from AT&amp;T</i>	May 8, 2018
<i>Meeting with representatives from AT&amp;T</i>	May 9, 2018
<i>Outreach presentation to residents near LMR Site LACF072</i>	May 15, 2018
<i>Meeting with ICI Executive Director Ray Edey</i>	May 17, 2018
<i>Meeting with CEO RED Manager Dean Lehman</i>	May 18, 2018
<i>Outreach presentation to stakeholders regarding LMR Site Green Mountain (GRM)</i>	May 23, 2018
<i>Meeting with representatives from AT&amp;T</i>	May 28, 2018
<i>Meeting with representative from Federal Aviation Administration (FAA)</i>	May 31, 2018
<i>Meeting with representatives from AT&amp;T</i>	June 4, 2018
<i>Meeting with representatives from AT&amp;T</i>	June 11, 2018
<i>Meeting with representatives from Long Beach</i>	June 11, 2018
<i>Attended Rancho Palos Verdes Planning Commission Meeting</i>	June 12, 2018
<i>Attended at CalFRN Board of Director's Meeting</i>	June 13, 2018
<i>Meeting with representatives from Pasadena</i>	June 18, 2018



Various meetings continued in the months of May and June with AT&T to discuss Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, and Assignment & Assumption Agreements to continue transition and migration of the PSBN to the NPSBN.

Members of the LA-RICS Outreach Team made a presentation to residents near LMR site Los Angeles County Fire Station 72 located in the unincorporated area of Malibu.

Executive Director Edson met with ICI Executive Director Ray Edey to continue discussions on LMR interoperability between LA-RICS and ICI, via ISSI.

Executive Director Edson, Administrative Chief Orellana-Curtiss and Program Manager Odenthal met with CEO Real Estate Division Manager Dean Lehman to discuss the next set of critical County owned/leased LMR sites.

Members of the LA-RICS Outreach Team made a presentation to stakeholders regarding LMR site Green Mountain (GRM), located on State Park Land as requested by State Parks and Recreation Management.

Executive Director Edson and Program Manager Odenthal met with Jeff McCoy, Vice President Technical Operations, and Federal Aviation Administration in D.C., to discuss the importance of allowing LA-RICS to use San Pedro Hill for a LMR site.

Executive Director Edson and Program Manager Odenthal met with Long Beach Police Chief and City Manager to provide an update on LA-RICS and the AT&T Asset Transfer Agreement for PSBN sites.

Members of the LA-RICS Team attended the Rancho Palos Verdes Planning Commission Meeting to respond to questions/concerns regarding the LMR Rolling Hills Transmit (RHT) site.

Administrative Chief Orellana-Curtiss attended the CalFRN Board of Director's Meeting on behalf of Executive Director Edson.

Executive Director Edson and Program Manager Odenthal met with representatives from Pasadena to continue ongoing discussions regarding a LMR site and to provide an update on the AT&T Asset Transfer Agreement for PSBN sites.

Lastly, the LA-RICS Communication Team released Volume 3, Issue 10 of the LA-RICS Newsletter on June 5, 2018.

WST:pl



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### PSBN ONBOARDING UPDATE

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

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	1155
LACoFD	Installations in progress.	649
Inglewood PD	FirstNet connection is complete. Joint testing of the APN is being scheduled.	23
Claremont PD	FirstNet connection is complete. Joint testing of the APN is being scheduled.	2
Bell PD	Two routers in use. Working directly with FirstNet/AT&T	2
Covina PD	Two routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. Router in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas. Routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN. Testing of the FirstNet LA-RICS APN is scheduled for this week.	2
Signal Hill PD	They will work directly with AT&T.	0

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

**AGENDA ITEM F**





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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

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

Dear Directors:

**ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS**

**SUBJECT**

Board approval is requested to accept \$31,969,477 in Broadband Technology Opportunity Program (BTOP) grant funds for expansion of the existing deployment of the LA-RICS Public Safety Broadband Network (PSBN) to benefit Long Term Evolution (LTE) public safety communications in the region.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept \$31,969,477 in grant funds from the BTOP Grant ; and
2. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

**BACKGROUND**

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

Department of Commerce's NTIA and Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Office.

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

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

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

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

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

On December 14, 2017, your Board approved the Authority entering into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial BTOP grant funded buildout of the LA-RICS PSBN for inclusion



into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement required, among other things, the Authority continue with the PSBN buildout contemplated in the PSBN Round 2 PIP under objective 1 (Coverage Augmentation) and requires the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) to approve the PSBN Round 2 PIP.

On February 15, 2018, the Authority submitted an updated PSBN Round 2 PIP to NTIA and NOAA for the remaining grant funds appropriated to LA-RICS under the BTOP grant. The Authority worked closely with AT&T and FirstNet on the development of the PIP to ensure the objectives would strengthen LTE services for public safety in the region. The Authority has standing weekly calls with NTIA, NOAA and FirstNet regarding the transition of the PSBN to AT&T and the status of the PSBN Round 2 PIP approval.

On May 17, 2018, we brought an action item before your Board for the acceptance of \$34.5 million in grant funds, as reflected in our PIP for Round 2. Since that date, our Federal Program Officer notified LA-RICS of its partial Round 2 PIP approval, including funding for Objective No 1, Coverage Augmentation and Objective No. 2, Rapid Response Vehicles only.

It is expected that such approval is forthcoming and in anticipation of such approval, the Authority is seeking approval to accept these grant funds. The Authority will not encumber expenses / issue notices to proceed on work associated with the PIP until appropriate funding is secured.

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

The Board's acceptance of grant funds and authorization of the Executive Director to execute any grant-required documentation will allow the Authority to proceed with PSBN Round 2 work once the BTOP grant is formally augmented.

#### **FISCAL IMPACT/FINANCING**

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

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

c: Counsel to the Authority



## **LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

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

Dear Directors:

### **APPROVE AMENDMENT NO. 3 TO THE LA-RICS FISCAL MANUAL**

#### **SUBJECT**

Board approval is requested to approve Amendment No. 3 to the LA-RICS Fiscal Manual.

#### **RECOMMENDED ACTION**

It is recommended that your Board approve the enclosed Amended Fiscal Manual.

#### **BACKGROUND**

Pursuant to Section 2.03 (Purpose of the Board) of the LA-RICS Joint Powers Agreement (Agreement), the Authority shall provide structure for administrative and fiscal oversight. On August 5, 2010 the LA-RICS Board adopted the LA-RICS Fiscal Manual. On January 5, 2012, the LA-RICS Board adopted Amendment No. 1 to the LA-RICS Fiscal Manual approving to increase the value of the Executive Director's delegated authority regarding the payment of invoices. On August 1, 2013, the LA-RICS Board adopted Amendment No. 2 to the LA-RICS Fiscal Manual approving to increase the value of the Executive Director's delegated authority regarding the payment of invoices.

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

Approval of the recommended action will add a section in the LA-RICS Fiscal Manual specifically addressing remittance of interest earned on grant funds that have been received in advance of expenditure payment.

**AGENDA ITEM H**

**FISCAL IMPACT/FINANCING**

The activities contemplated in this action have no fiscal impact as all interest earned will be returned to the grantor, per established regulations.

**CONCLUSION**

Approval of the recommended action will amend the LA-RICS Fiscal Manual to specifically address remittance of interest earned on advanced grant funds.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SOC:pl

Enclosure

cc: Counsel to the Authority





# **LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AGREEMENT FISCAL MANUAL**

**Revision 1 – January 5, 2012**

**Revision 2 – August 1, 2013**

**Revision 3 – June 27, 2018 (DRAFT PENDING APPROVAL)**

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## **Introduction**

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) Fiscal Manual is a resource guide of fiscal policies, procedures, and internal controls to safeguard and manage Authority assets. The Executive Director and management team will use this Fiscal Manual as a day-to-day guide to manage and control fiscal operations and to meet their responsibilities to manage funds and other LA-RICS assets.

This Fiscal Manual was initially approved by the Authority Board of Directors (Board) on August 5, 2010, amended by the Board on January 5, 2012 and August 1, 2013, and will be updated and maintained by the Executive Director in accordance with procedures detailed within the Fiscal Manual.

## **Table of Contents**

### **Chapter 1 – Governing Regulations and Guidelines**

<b>1.1.0</b>	<b>Governing Regulations and Guidelines.....</b>	<b>1</b>
1.1.1	Introduction and Summary	
1.1.2	Los Angeles County Fiscal Manual	
1.1.3	Maintenance and Updates to the Authority Fiscal Manual	

### **Chapter 2 – Payroll**

<b>2.1.0</b>	<b>Payroll.....</b>	<b>2</b>
2.1.1	Decentralization of Payroll	
2.1.2	Authority of the Director	
2.1.3	Contract Employees	

### **Chapter 3 – Procurement and Contracting**

<b>3.1.0</b>	<b>Procurement and Contracting.....</b>	<b>3</b>
3.1.1	Procurement and Contracting Procedures	
3.1.2	Expenditure Approval Authorizations	
3.1.3	Expenditure Authorization Limits	

### **Chapter 4 – Grant Management**

<b>4.1.0</b>	<b>Grant Management.....</b>	<b>5</b>
4.1.1	Introduction	
4.1.2	Policies and Procedures	
4.1.3	Reporting Procedures	

### **Chapter 5 – Capital Assets Management**

<b>5.1.0</b>	<b>Capital Assets Management.....</b>	<b>6</b>
5.1.1	Introduction	
5.1.2	Responsibility for Policies and Procedures	

### **Chapter 6 – Travel and Training Policy**

<b>6.1.0</b>	<b>Travel and Training Policy.....</b>	<b>7</b>
6.1.1	Policy	
6.1.2	Approval Procedures	

## **Chapter 1 – Governing Regulations and Guidelines**

### **1.1.0 Governing Regulations and Guidelines**

#### **1.1.1 Introduction and Summary**

LA-RICS Authority Joint Powers Agreement (Agreement) was approved in January 2009 and provides overall guidance on administrative matters. Section 4.04 states "All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as applicable to the County of Los Angeles (County), as may be amended from time to time."

Section 3.02 of the Agreement states the County Treasurer and Tax Collector and the Auditor-Controller shall be the Treasurer and Auditor-Controller for the Authority, respectively.

#### **1.1.2 Los Angeles County Fiscal Manual**

The Los Angeles County Fiscal Manual is the primary resource guide for all County fiscal matters. Therefore, based on the direct connection between the JPA and the County in fiscal matters cited above, the County Fiscal Manual provides the overall governing regulations and guidelines for all Authority fiscal matters.

The Authority Fiscal Manual specifically addresses several of the subjects included in the County Fiscal Manual. For subjects not specifically included in this document, the County Fiscal Manual will provide specific guidance and instruction.

#### **1.1.3 Maintenance and Updates to the Authority Fiscal Manual**

The Executive Director shall be responsible for maintaining and updating the Authority Fiscal Manual. The Executive Director may make routine minor changes administratively. Significant updates, such as signature and expenditure authority rules, will be submitted to the Authority Finance Committee and, upon their approval, finally to the Board.

## **Chapter 2 – Payroll**

## **2.1.0 Payroll**

### **2.1.1 Decentralization of Payroll**

The Authority does not and will not directly employ any employees. Any LA-RICS member staff assigned to the Authority will remain employees of their member department/city/agency. All payroll responsibilities will therefore be decentralized and will remain the responsibility of the member agencies.

### **2.1.2 Authority of the Director**

The Executive Director may at their discretion, review specific administrative items, such as time records and invoices from agencies seeking reimbursement for employee services, to ensure the accurate and appropriate accounting of Authority expenditures.

### **2.1.3 Contract Employees**

The Authority may directly retain contractors to perform services. County procurement procedures and the County Fiscal Manual will govern the fiscal aspects of solicitation, contracting, and payment of these contractors.

## **Chapter 3 – Procurement and Contracting**

### **3.1.0 PROCUREMENT AND CONTRACTING**

#### **3.1.1 Procurement and Contracting Procedures**

Overall Authority procurement and contracting policies and procedures will be governed by County procurement policies and procedures in accordance with Section 4.04 of the Authority Agreement. Exceptions may be made for specific items (e.g., expenditure authority limitations outlined below) as approved by the Board.

The County Board of Supervisors has adopted certain policies and programs to be applied to County purchase orders and service contracts. These policies and programs are specifically excluded because they do not directly relate to the Authority's procurement of goods and services.

#### **3.1.2 Expenditure Approval Authorizations**

The Board is responsible for establishing appropriate limits of expenditure approval authorization. Only the Board, the Executive Director or their designee may approve Authority contracts, invoices, and other expenditures.

#### **3.1.3 Expenditure Authorizations Limits**

##### **Revised on January 5, 2012 and on August 1, 2013**

As approved at the Board meeting on August 1, 2013, the expenditure authorization limits are as follows:

- For contracts, agreements and memoranda of understanding (MOU) previously authorized by the Board with a maximum contract sum under \$100,000,000, the Executive Director, or such person's designee, is authorized to approve payment of invoices in an individual amount up to \$500,000.
- For contracts, agreements and MOU's previously approved by the Board with a maximum contract sum under \$100,000,000, the Executive Director, or such person's designee, and the Board's Chair, or such person's designee, are authorized to approve payment of invoices exceeding \$500,000.
- For contracts, agreements and MOU's with a maximum contract sum of \$100,000,000 and over, the Executive Director, or such person's designee, is authorized to approve payment of invoices in an individual amount up to \$5,000,000.
- For contracts, agreements and MOU's with a maximum contract sum of \$100,000,000 and over, the Executive Director, or such person's designee,

and the Chair of the Board, or such person's designee, is authorized to approve payment of invoices in an individual amount exceeding \$5,000,000.

- For purchases of supplies and equipment, the Executive Director, or their designee, is authorized to approve purchases up to \$50,000.

The Board shall approve all contracts and payments above the Executive Director's levels established by the Board.

## Chapter 4 – Grant Management

### 4.1.0 Grant Management

#### 4.1.1 Introduction

Due to importance of federal and State grants to the development of the Authority, the Board and the Executive Director will adhere to and pay particular attention to the availability, processes, and timelines for grant applications, approvals, and payments.

#### 4.1.2 Policies and Procedures

The Authority shall be guided in the various grant processes by the grantor's and the designated fiscal agent's relevant policies and procedures. The Executive Director shall ensure that grants are aggressively pursued and rigorously managed to ensure that all available grant funds are awarded to the Authority and expended in a timely manner.

**Revised on June 27, 2018**

#### 4.1.3 Interest Earned on Advanced Grant Funds

The Authority will monitor all grant requirements with respect to the treatment of interest for all interest earned on advanced grant funding. If required by the grant, the Authority will remit interest earned to the grantor on advanced grant funds at least quarterly, or as required by the grant. Authority staff in conjunction with Authority Fiscal Agent will develop and implement procedures to ensure compliance.

#### 4.1.4 Reporting Procedures

The Executive Director shall report to the Board at least monthly on the status of all grant funding.



## **Chapter 5 – Capital Assets Management**

### **5.1.0 Capital Assets Management**

#### **5.1.1 Introduction**

The LA-RICS Authority will have the responsibility for numerous capital assets with exceptionally high value. It is imperative that the Board and the Executive Director pay particular attention to the safeguarding, custody, replacement, documentation, and accountability for all capital assets.

#### **5.1.2 Responsibility for Policies and Procedures**

The Executive Director shall be responsible for establishing capital asset policies and procedures that are consistent with the County Fiscal Manual and sound management practices. Internal controls will focus on budgetary control, accurate inventory and tagging of all capital assets, assignment of an LA-RICS capital asset custodian, and clear accountability and responsibility for LA-RICS capital assets, including replacement thereof.

## **Chapter 6 – Travel and Training Policy**

### **6.1.0 Travel and Training Policy**

#### **6.1.1 Policy**

The Executive Director shall ensure that personnel assigned to LA-RICS follow all County travel and training regulations to ensure the effective control and cost management of these expenditures.

#### **6.1.2 Approval Procedures**

All Authority members' LA-RICS related travel and training outside Los Angeles County shall receive prior approval of the Executive Director. The Executive Director, within the guidelines and expenditure limits established by the County, shall approve all claims for reimbursement of travel and training expenditures.



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

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

Dear Directors:

**AMENDMENT NO. 13 FOR  
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 13 to the Professional Broadband Engineering Consulting Services Agreement (Agreement) with Televate, LLC (Televate) to (a) increase the scope to allow Televate to assist the Authority with the completion of certain work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) objectives, (b) extend the contract term to align with the completion of certain work contemplated in the PSBN Round 2 PIP objectives as well as to support the Authority with broadband related activities, and (c) increase the Maximum Contract Sum accordingly by \$1,010,190 to account for this work. This Amendment No. 13 reflects a decrease of the Maximum Contract Sum by \$2,110,076 from the prior amendment your Board approved last month, and also reduces work scope your Board previously approved. These changes are necessary to reflect decreased scope that the federal grantor recently notified the Authority that it did not approve.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 13, substantially similar in form to the Enclosure, which contemplates the following:

**AGENDA ITEM I**

- a. Increase to the scope of work to allow Televate to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular assistance with PIP objectives for Coverage Augmentation and Rapid Response Vehicles as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
  - b. Extend the term of the Televate Agreement to December 31, 2020, to align with the completion of certain work contemplated in the PSBN Round 2 PIP, in particular PIP objectives for Coverage Augmentation and Rapid Response Vehicles, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
2. Approve an increase to the Maximum Contract Sum in the amount of \$1,010,190 from \$11,506,310 to \$12,516,500 to allow for increase in the scope and the term extension. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 13, in substantially similar form to the enclosed Amendment.

## **BACKGROUND**

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

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration.

On May 17, 2018, the Authority presented Amendment No. 13 for your consideration in anticipation of approval of the PSBN Round 2 PIP. The amendment presented to your Board at this meeting contemplated an extension to the Televate Agreement to December 31, 2020, as well as work supporting three (3) PSBN Round 2 PIP objectives: Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability. Your Board approved Amendment No. 13 as was presented.



However, prior to execution of the Amendment, NTIA notified the Authority of its approval of the PSBN Round 2 PIP for Objective 1, Coverage Augmentation, and Objective 2, Rapid Response Vehicles only. Objective 3, Application Interoperability, was not approved. In light of this approval, the Authority is returning to your Board with a revised Amendment No. 13, which contemplates the term extension your Board previously approved; as well as supporting the Authority with completion of two (2) PIP objectives for Coverage Augmentation and Rapid Response Vehicles as approved by NTIA.

It should be noted, the version of Amendment No. 13 presented to your Board in May 2018 contemplated an increase to the Maximum Contract Sum in the amount of \$3,120,266 when contemplating the three (3) PIP Objectives. Accounting for the removal of PIP Objective 3, \$2,110,076 was removed from Maximum Contract Sum previously presented to your Board. As a result, Amendment No. 13 enclosed with this Board action only contemplates \$1,010,190 increase.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 13, which contemplates, among other things, (a) an increase in the scope of work to allow Televate to assist the Authority with the completion of certain work contemplated in the PSBN Round 2 PIP objectives, (b) extend the contract term to align with the completion of certain work contemplated in the PSBN Round 2 PIP objectives as well as to support the Authority with broadband related activities, and (c) increase the Maximum Contract Sum accordingly by \$1,010,190 to account for this work.

It is necessary to enlist assistance from Televate to aid with the completion of the objectives contemplated in the PSBN Round 2 PIP. Televate is the Authority's broadband engineering consultant and has been integral in the buildout of the initial PSBN. Their expertise in broadband engineering and Long Term Evolution (LTE) technology will be necessary to the successful completion of the PSBN Round 2 PIP objectives.

In particular, Televate will assist the Authority with the Coverage Augmentation objective by assisting with, among other things, design, implementation, and deployment review of the site buildout from a broadband engineering perspective ensuring the sites augment the coverage/capacity accordingly. With respect to the Rapid Response Vehicle objective, Televate will develop the specifications, develop deployment procedures, facilitate and manage end-user training, etc. Additionally, Televate's expertise with broadband and LTE technology will benefit the Authority with achieving its broadband related activities that may relevant to executing the Authority's mission. Lastly, Televate's expertise with broadband and LTE technology will benefit the Authority with achieving its broadband related activities that may relevant to executing the Authority's mission.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 13 will increase the Maximum Contract Sum by \$1,010,190 from \$11,506,310 to \$12,516,500. The contract costs related to the services rendered by Televate under Amendment No. 13 will be reimbursable under the BTOP grant, and/or the Long Term Evolution (LTE) Administrative Costs, contemplated in LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and/or future Fiscal Year Proposed Budgets. Matching requirements related to the BTOP funds will be met by in-kind match contributions such as PSBN site value, device provisioning costs and other member contributions. There is no additional cash match required to achieve the 20% match requirement on the augmented grant funds.

As mentioned above, the version of Amendment No. 13 presented to your Board in May 2018 contemplated an increase to the Maximum Contract Sum in the amount of \$3,120,266 when contemplating the three (3) PIP Objectives. Accounting for the removal of PIP Objective 3, \$2,110,076 was removed from Maximum Contract Sum previously presented to your Board. As a result, the Amendment No. 13 enclosed with this Board action only contemplates \$1,010,190 increase.


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

The Counsel to the Authority has reviewed the recommended actions.

### **CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 13, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

## **AMENDMENT NUMBER THIRTEEN**

### **TO AGREEMENT NO. 004**

#### **PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

This Amendment Number Thirteen (together with all exhibits, attachments, and schedules hereto, "Amendment No. 13") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of June \_\_\_\_\_, 2018 based on the following recitals:

#### **RECITALS**

WHEREAS, the Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (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 No. 1, effective as of August 4, 2011, to replace Exhibit A (Scope of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

WHEREAS, the Agreement has been previously amended by Amendment No. 2, effective February 20, 2014, to (a) exercise the two renewal option years to the contract and extend the contract end date to April 17, 2016, (b) increase the Maximum Contract Sum by \$1,800,000, increasing the Maximum Contract Sum from \$1,500,000 to \$3,300,000, (c) broaden the scope of services to allow the consultant to provide additional technical support to the Authority to keep in line with meeting the aggressive demands of the procurement process consistent with the performance period of September 2015, (d) increase the Consultant's hourly rates, and (e) to make other certain revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 3, effective April 3, 2014 to (a) broaden the scope of services to expand on site acquisition support services to aid the Authority in securing the necessary agreements, including but not limited to, Long Term Evolution (LTE) Site Access Agreements, in order to meet the aggressive grant performance period deadline of September 2015; and (b) increase the Maximum Contract Sum by \$912,000, increasing the Maximum Contract Sum from \$3,300,000 to \$4,212,000.

WHEREAS, the Agreement has been previously amended by Amendment No. 4, effective February 11, 2015, to (a) increase the level of effort to continue to provide technical support to ensure that the Authority meets the aggressive demands consistent with the grant performance period deadline of September 2015, (b) assist the Authority with procurements for the purchase of LTE devices to be used on the Public Safety Broadband Network (PSBN); (c) to assist the Authority with member agencies transition/migration onto the PSBN; (d) to provide assistance and support to the Authority



with the PSBN during the warranty period of the PSBN; and (e) make certain other revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 5, effective May 21, 2015, to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan (CAP) issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites.

WHEREAS, the Agreement has been previously amended by Amendment No. 6, effective December 22, 2015, to (a) extend the contract term to September 30, 2016, to ensure that the Phase 1 Work for PSBN Sites related to the CAP Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; (c) increase the Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term; and (d) make certain other revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 7, effective August 15, 2016, to (a) extend the term of the contract to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal grant augmentation for PSBN Round 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (b) increase the Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Round 2 plan and design until September 30, 2016.

WHEREAS, the Agreement has been previously amended by Amendment No. 8, effective November 14, 2016, to amend the Agreement to reflect the following (a) extend the term of the contract to January, 31, 2017, to continue assisting the Authority with PSBN Warranty Period closeout work, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), Rose Parade support, small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support, for a cost increase in the amount of \$360,000; (b) increase the Maximum Contract Sum by \$360,000 from \$7,286,978 to \$7,646,978 for the Warranty Period close-out work through January 31, 2017; and (c) make other certain changes as set forth in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment No. 9, effective January 25, 2017, to amend the Agreement to reflect the following (a) extend

the term of the contract to March, 31, 2017, to align with the extended PSBN Warranty Period, to continue assisting the Authority with PSBN Warranty Period closeout, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; and provide LTE Training and Support services in the amount of \$415,000; (b) increase the Maximum Contract Sum by \$415,000 from \$7,646,978 to \$8,061,978 for this work through March 31, 2017; and (c) make other certain changes as set forth in Amendment No. 9.

WHEREAS, the Agreement has been previously amended by Amendment No. 10, effective March 20, 2017, to amend the Agreement to reflect the following: (a) extend the term of the contract to June 30, 2017, to continue assisting the Authority with PSBN Warranty Period close-out work and ongoing PSBN operations work, which includes but is not limited to, PSBN upgrade validation, review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; provide LTE Training and Support services; (b) revised Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates, effective March 13, 2017, to account for the inclusion of Consultant travel expenses; (c) increase the Maximum Contract Sum by \$680,000 from \$8,061,978 to \$8,741,978 for this work through June 30, 2017, which takes the increased hourly rates into consideration; and (d) make other certain changes as set forth in Amendment No. 10.

WHEREAS, the Agreement has been previously amended by Amendment No. 11, effective April 13, 2017, to amend the Agreement to reflect the following (a) make certain adjustments to the flow-down provisions to Consultant's Subcontractor (Ericsson) with respect to a limited scope of work related to training services for the PSBN; (b) revise Exhibit D (Administration of Agreement) to reflect updated personnel; (c) make other certain changes as set forth in Amendment No. 11.

WHEREAS, the Agreement has been previously amended by Amendment No. 12, effective May 18, 2017, to amend the Agreement to reflect the following (a) extend the term of the contract to complete certain areas of the Public Safety Broadband Network Round 2 Project Implementation Plan (PIP), specifically with acquisition of rapid response vehicles, connecting outside agencies Public Safety Enterprise Networks (PSEs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center to test and ensure that devices operate properly with the PSBN before use on the network as well as to allow Consultant to continue assisting the Authority with ongoing PSBN operations and

onboarding of users; and (b) increase the Maximum Contract Sum by \$2,764,332 from \$8,741,978 to \$11,506,310.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) increase the scope of Work to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular, assistance with the PIP objectives for Coverage Augmentation and Rapid Response Vehicles, as well as to allow the Consultant to support the Authority with broadband related activities the Authority determines relevant to its mission as may be necessary; (b) extend the term of the Agreement until December 31, 2020 to align with the completion of certain Work contemplated in the PSBN Round 2 PIP and to allow Consultant to support the Authority with broadband related activities as may be necessary; (c) correspondingly increase the Maximum Contract Sum by \$1,010,190 from \$11,506,310 to \$12,516,500; and (d) make other certain changes as contemplated in this Amendment No. 13.

WHEREAS, this Amendment No. 13 is authorized under Section 6 (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. 13, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 13 refer to sections of the Agreement, as amended by this Amendment No. 13.
2. PSBN Project Implementation Plan Work. The parties agree and acknowledge that the Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation and Rapid Response Vehicles, pursuant to the PIP and Exhibit A (Statement of Work) as revised under this Amendment No. 13, and to support the Authority with broadband related activities the Authority determines relevant to its mission.
3. Amendments to Agreement.
  - 3.1 Section 7 (Term) of the Agreement is deleted in its entirety and replaced with the following:

The parties agree and acknowledge the term set forth in this Section 7 (Term) of the Agreement is extended to December 31, 2020, to complete certain Work contemplated in the Public Safety Broadband Network Round 2 Project Implementation Plan (PIP), in particular, assisting the Authority

with the completion of PIP objectives for Coverage Augmentation and Rapid Response Vehicles to allow the Consultant to support the Authority with broadband related activities the Authority determines relevant to its mission, unless sooner terminated or extended, in whole or in part, as provided in the Agreement, which is incorporated herein by this reference. Any extension of the term of this Agreement shall be made via an Amendment pursuant to Section 6.2 (Amendments) of the Agreement.

3.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:

8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Twelve Million, Five Hundred Sixteen Thousand, Five Hundred Dollars (\$12,516,500).

4. Amendment to Agreement Exhibits.

4.1 Exhibit A (Statement of Work) is deleted in its entirety and replaced with Exhibit A (Statement of Work) to include new Tasks and Deliverables, which is attached to this Amendment No. 13, and incorporated herein by this reference.

5. This Amendment No. 13 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. 13;

5.2 Counsel to the Authority has approved this Amendment No. 13 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. 13; and

5.4 The Executive Director of the Authority has executed this Amendment No. 13.

6. Except as expressly provided in this Amendment No. 13, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

7. Consultant and the person executing this Amendment No. 13 on behalf of Consultant represent and warrant that the person executing this Amendment No. 13 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 13, and that all requirements of Consultant to provide such actual authority have been fulfilled.

8. This Amendment No. 13 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 THIRTEEN**  
**TO AGREEMENT NO. 004**  
**FOR**  
**PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 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

TELEVATE, LLC

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

Scott Edson  
Executive Director

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

Joe Ross  
Senior Partner

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



## **STATEMENT OF WORK**

Consultant shall provide the following professional services in accordance with this Exhibit A. This Statement of Work, and all tasks and deliverables herein, are limited to Long Term Evolution ("LTE") only, and do not include any tasks or deliverables for Land Mobile Radio ("LMR").

### **I. BACKGROUND**

The Department of Commerce's National Telecommunications and Information Administration ("NTIA") awarded the Los Angeles Regional Interoperable Communication System Authority (the "Authority") a Comprehensive Community Infrastructure Broadband Technology Opportunity Program ("BTOP") grant in the amount of \$154,640,000. BTOP funds were awarded to the Authority to develop and deploy LA-SafetyNet, a 700 MHz public safety mobile broadband network across all of Los Angeles County, featuring almost 300 wireless 700 MHz public safety broadband sites using new and existing infrastructure, fixed microwave backhaul rings, and 100-miles of high-capacity fiber backbone. The Federal Communications Commission ("FCC") has required public safety broadband networks to adopt LTE technology. This network will enable computer-aided dispatch, rapid law-enforcement queries, real-time video streaming, medical telemetry and patient tracking, geographic information systems services for first responders, and many other broadband-specific applications.

The Authority will implement LA-SafetyNet as a major component of LA-RICS, which will incorporate both voice and data communications systems. LA-RICS will be designed and built under a contract ("Contract") with one or more vendors ("Vendor").

To address the technical requirements necessary for implementing this new technology, Consultant shall provide expertise in LTE technology and the use of mobile broadband technology for public safety use. Consultant may provide support via phone, e-mail, conference call, online meeting, or other electronic means. The Authority, at its discretion, shall require Consultant to attend in-person project meetings or other on-site work as required.

### **II. SCOPE OF WORK**

#### **A. Task 1: Procurement Subject Matter Expert ("SME") Support**

Consultant shall provide support to the Authority in its development of a Request for Proposals as well as broadband expertise and support to the Authority's procurement team. The Authority may also direct the Consultant to support the Authority in the development of additional Requests for Proposals for related broadband activities.

**B. Task 2: Proposal Evaluation and Contract Negotiations Support**

Consultant shall confer with Authority staff to identify, discuss, and refine the Authority's core objectives for the LA-SafetyNet project. Consultant shall then support the Authority during proposal evaluations and contract negotiations to ensure that these objectives are furthered by the final system contract. Consultant shall thoroughly review and analyze all documentation in connection to LA-SafetyNet project, the LA-RICS system Request for Proposals, vendor proposal, and the Vendor's proposed contract language and identify any risk areas that may prevent project success. Identified risks must be presented to the Authority's staff with a recommended negotiation strategy to mitigate that particular risk. Consultant shall also provide a comprehensive vendor price proposal analysis, including a market analysis for off the shelf components and other LA-RICS available competitor proposals, and a maintenance & operations cost analysis, with recommended strategies for cost containment overall.

To mitigate and manage risks to the Authority's core project objectives, Consultant shall also manage risk through a risk register document that tracks contract risks, their impacts, and recommended mitigation strategies. In addition, Consultant shall review contract payment plan and overall finance strategy and provide recommendation on how to maintain the long-term viability of the network.

Consultant shall also provide detailed analysis and recommendations on negotiated outcomes that best meet the Authority's core objectives on the following:

1. Vendor's operation and maintenance strategy to ensure LA-SafetyNet is operating optimally;
2. Vendor's project plan to ensure project tasks and timeline are reasonable and deliverables are accurate;
3. Vendor's test and acceptance plans to ensure that the vendor's system components are tested to meet all requirements outlined in the contract.

**C. Task 3: Design Reviews**

In parallel to negotiations, and continuing through system implementation, Consultant shall provide support to the Authority to ensure that Vendor's proposed system design not only meets the Authority's coverage and capacity requirements, but is feasible. Consultant shall also review vendor designs to ensure that they maximize the efficient use of existing infrastructure, at minimum meeting the Authority's in-kind match requirements.

Consultant shall perform a thorough analysis of the Vendor's proposed LA-SafetyNet system design to verify that the proposed design is achievable and that the design can be implemented within the required timeframe and budget. This includes the requirements for each functional area for the project including but not limited to:

- a. Internet Protocol (IP) Architecture
- b. Core Network (including backhaul)
- c. Applications
- d. Radio Coverage
- e. System Capacity
- f. Security
- g. Installation Requirements

Consultant shall perform an initial design review, as described above, to provide broadband expertise and support to the Authority's procurement and negotiations team. Consultant shall perform a thorough review of the Vendor's first post-contract final design. Consultant shall perform ongoing design reviews resulting from any approved or proposed change orders during system implementation. Consultant shall consult with member agencies to determine any member specific requirements for the design.

**D. Task 4: Implementation and Deployment Reviews**

After the Authority executes a contract with the selected system vendor, Consultant shall provide support to adherence to project goals and overall quality assurance through ongoing review and analysis of project implementation and deployment stages. This includes but is not limited to:

1. Design plan reviews in a timely manner to ensure that the vendor continues to make progress towards the schedule and identify unrealistic design assumptions;
2. Project plan reviews to ensure that the appropriate tasks are undertaken to achieve project success;
3. Change order request management process whereby all changes are documented, evaluated by Contractor, and agreed to by the Authority resulting from Consultant's evaluation of change order request;
4. Quality assurance reviews and inspections;
5. Vendor's specifications reviews to ensure that vendor is compliant with contract requirements and 3GPP standards;
6. System and acceptance testing that supplements vendor contractual testing;
7. Review and independent verification and validation of vendor acceptance test plan and test activities;
8. System integration plan and execution reviews to fully understand the interface between the systems and its impact to ongoing operations. Consultant shall also provide analysis on a cut over plan and identify all tests required to ensure two systems will operate successfully together;
9. Final acceptance testing review to ensure that all contractual requirements have been met. Final acceptance would ensure that the delivered system meets the quality and functional requirements as specified in the LA-RICS system contract.

10. Assist the Authority with transitioning the PSBN to allow permanent transport. If necessary, Consultant shall assist Member agencies with transitioning to permanent transport in connection with the PSBN.

**E. Task 5: Regulatory and Standards Requirement Support**

Contactor shall actively monitor and, upon Authority approval, participate in and contribute to key government and broadband wireless organizations that will affect and advance the LA-SafetyNet broadband wireless network. Consultant shall assess and formulate policies and standards that best support the LA-SafetyNet objectives through technical guidance and collaboration with the Authority's members, including end users, stakeholders, engineers, and executive leadership. Key government organizations include, but are not limited to:

- a. Federal Communications Commission ("FCC")
- b. Emergency Response Interoperability Center ("ERIC")
- c. National Public Safety Telecommunications Council Broadband Task Force ("NPSTC")
- d. Public Safety Communications Research ("PSCR") Organization
- e. FirstNet (including support of the Authority's obligations under its Spectrum Manager Lease Agreement and the associated Key Learning Conditions).
- f. National Telecommunications and Information Administration ("NTIA") including the Authority's obligations under its Broadband Technology Opportunity Program ("BTOP") grant
- g. Others as directed

In addition, Consultant shall monitor 3GPP standards development, recommend to the Authority new 3GPP features to ensure operational and technical benefits and cost savings, and develop strategies for influencing 3GPP to adopt features critical to LA-SafetyNet users in future releases.

**F. Task 6: SME Support to LTE Broadband Initiatives and Activities Support**

In addition to the tasks specified above, where required by the Authority Consultant shall provide subject matter expertise and recommendations on 700 MHz Broadband Wireless standards, including but not limited to national device requirements, incident peer-to-peer communications, high powered mobile user equipment ("Ue") to extend eNodeB coverage area, Ue device types and features, site acquisition support, and 4G to 3G roaming and all related policy and regulatory matters in regards to the application of LTE technology to public safety.

Consultant shall provide key broadband technical advice to support the Authority in ongoing communication with the public and the LA-RICS user community to ensure that all stakeholders are properly informed about the progress of the LA-SafetyNet project.

If necessary, Consultant shall assist Authority in meeting the requirements of NPSTC, and any other key government organizations, including, but not limited to, establishing policies and procedures.

Consultant shall provide other tasks and services within the functional areas identified in Task 1 as directed by LA-RICS staff.

Consultant shall review documentation submitted by the system vendor to ensure completion of tasks identified in the contract and, when necessary, provide feedback to the vendor. Consultant shall work closely with the Authority to establish policies and procedures with regard to other facets of the project including, but not limited to, implementing security guidelines and customer care guidelines.

G. Task 7: Operations Support

Consultant shall perform the following functions in order to determine the appropriateness and functionality of the LTE system:

- Optimization
- Drive Testing
- System Performance Reporting
- System and Device Testing
- Independent Verification and Validation
- Interference analysis and resolution
- Network Management and Maintenance Systems Configuration and Operations
- Standard Operating Procedures, policies, and other agreements development support
- Priority Operations and Quality of Service support or configuration (QoS)
- Coverage expansion engineering (RAN, transport, and core) and modeling
- Stakeholder requirements and applications including identity and credential management (ICAM) and security
- Application analysis and implementation including identity and credential management (ICAM) and security
- Ongoing FCC, FirstNet, and other regulatory compliance support
- Key Learning Condition support
- Partnership evaluation, analysis, and partnership development support
- Others broadband related services as directed
- Assistance in the management of the various Board subcommittees and working groups (e.g., Tech/Ops Committees) including development of proposed policies, network configuration, and others as directed
- Change management support
- Business Operations Systems configuration and support

#### **H. Task 8: Site Acquisition Support**

Consultant shall perform the following functions in order to aid the Authority in successfully obtaining LA-RICS LTE Site Access Agreements from Member Agency site owners in order to build out the LTE System by way of antenna support structures and required communication equipment. The site acquisition support will be primarily for City of Los Angeles sites and various Independent Cities sites located within the greater County of Los Angeles region. However, the Consultant is not limited from providing site acquisition support to the Authority for County of Los Angeles sites should the Authority require such support.

This work site acquisition support will include, but not be limited to, the following tasks:

- Work closely with Authority staff and Counsel to the Authority throughout the duration of the site acquisition process.
- Prepare monthly and/or bi-monthly status reports, to be determined by the Authority in its sole discretion, to monitor progress and meet with the Authority periodically as needed.
- Maintain current, accurate, and complete documentation and files, including electronic files, for each necessary agreement, including but not limited to, LTE Site Access Agreements.
- Secure the necessary agreements with site owners to enable the Authority and its contractors to gain entry and perform design related functions at the sites.
- Participate in site walks, facilitate communication regarding site designs and design approvals, and conduct site inspections, as necessary.
- Serve as the primary point of contact with the site owner points of contact for site acquisition related activities for the sites assigned to Consultant.
- Establish contact on behalf of the Authority to site owners, communicate through meetings, and conduct negotiations with site owners to successfully secure and execute the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Meet as necessary with the site owners to explain the project and the site acquisition process.
- Negotiate with site owners as necessary to resolve any problems to arrive at mutually agreeable terms to secure the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Obtain Authority's approval for Authority concessions to agreement terms, if any, prior to introducing any concession(s) to site owners.

- Upon successful negotiations, finalize each electronic agreement file, including but not limited to, the LTE Site Access Agreement file, and review for completeness and accuracy, ensuring that all negotiated terms, if any, are reflected in the final agreements.
- Ensure that the necessary agreements, including but not limited to, LTE Site Access Agreements, are ushered through the appropriate local governmental body(ies) for the specific site owner's jurisdiction required to authorize the Authority to use the site for the LTE project.
- Prepare the final necessary agreements, including but not limited to, LTE Site Access Agreements, for proper and complete execution including formal acceptance, which includes securing the necessary approvals and signatures from the Authority and the site owners.
- Perform other site acquisition related tasks as directed by the Authority.

I. Task 9: Agency Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboarding the Authority's Member agencies onto the LTE System. Consultant shall work closely with, and provide the necessary technical guidance, the Authority and its Member agencies' executive leadership, engineers, and end users to ensure a seamless transition onto the LTE System.

- Outreach/Sales
- Testing Support
- Connectivity, routing, and other engineering support for agency connection to the PSBN
- Ue provisioning and installation support
- Ue installation consultation
- Transition support
- Operations integration support
- Applications integration support
- ICAM support
- Security support

J. Task 10: Device Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboard devices onto the PSBN system. Consultant shall also work with the Authority, the system vendor, and the Authority's Member Agencies' technical staff and end users to provision the devices to meet the end users' communication needs.

- Device acquisition support
- PTCRB/IoT management



- Onboard new vendors/devices
- Improve provisioning process related to OMA-DM
- 3<sup>rd</sup> Party UICC Provider
- Integrate third party DM platforms
- Develop detailed policies and procedures
- Develop dual SIM provisioning approach

**K. Task 11: Project Reconciliation Support**

As a result of a significant loss of PSBN Sites and the coverage and capacity associated with said sites, the Authority developed a Corrective Action Plan (CAP) response which provided an alternative solution to mitigate any loss of coverage and capacity due to the reductions of sites. Certain measures were established in the CAP response such as adding Cells on Wheels (COW) and finding alternative uses for the equipment ordered for the terminated sites. Consultant shall assist the Authority with mitigating any financial risks posed as a result of PSBN sites including, but not limited to, the assisting the Authority with relocation of the redundant core and assessment of radio access network, transport, and core network systems.

**L. Task 12: PSBN Project Implementation Plan Work**

The Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation, and Rapid Response Vehicles, ~~and Application Interoperability~~, pursuant to the PIP and this Statement of Work, as well as to support the Authority with broadband related activities the Authority determines relevant to its mission.

1. **Coverage Augmentation:** The Coverage Augmentation objective contemplates the expansion of the initial PSBN buildout to include additional sites to augment broadband coverage and/or capacity. Consultant shall assist the Authority, as needed, with the broadband engineering and technology expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work).

The Work associated with this Task shall include:

- In general, Consultant will continue to provide support regarding consistent with the services provided in the initial PSBN build as directed by the Authority including:
  - Procurement and Contract Negotiations Support
  - Design Reviews

- Implementation and Deployment Reviews
- Site Acquisition Support (attendance at outreach meetings, as needed)
- Distributed Antenna System engineering

2. **Rapid Response Vehicles:** The Rapid Response Vehicles objective contemplates the development and purchase of Cell on Light Trucks (COLTs) for the Authority to rapidly deploy during public safety incidents where the broadband network fails or coverage does not exist. Consultant shall assist the Authority, as needed, with the broadband engineering and consulting necessary to execute this objective pursuant to the PIP and in accordance the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work). This activity includes development of specifications, support in negotiations of contracts/contract amendments, development of standard operating procedures, training, deployment support, and other activities necessary to execute this objective.

The Work associated with this Task shall include:

- Consultant will provide services, as requested necessary to implement the Project Implementation Plan for the Rapid Response Vehicle including:
  - Detailed project planning and requirements development
  - Procurement Support, including Contract Negotiations
  - Design Reviews
  - Implementation and Deployment Reviews
  - Systems governance development
  - Standard Operating Procedures Development
  - Facilitate and manage end-user training
  - Transition RRV to operations
  - Provide operational support of the RRV, as requested in the form of monitoring, customer support, training, troubleshooting or other activity as the Authority deems appropriate

- ~~3. **Application Interoperability:** The Application Interoperability objective will allow the Authority to establish a regional application interoperability framework and the associated governance, standard operating procedures, training, and other programmatic elements to achieve application interoperability in the Los Angeles region. Consultant shall assist the Authority, as needed, with the broadband application expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work).~~

~~The Work associated with this Task shall include:~~

- ~~Consultant will provide services, as requested, necessary to implement the Project Implementation Plan for Application Interoperability including:~~
  - ~~Application Interoperability Hub outreach including development of system benefits and other related materials~~
  - ~~System Requirements Development~~
  - ~~System Software and Hardware Architecture and Engineering including evaluation of enterprise and cloud-based hosting methodologies~~
  - ~~System and services acquisition support including RFP (SOW and specifications) development, vendor analysis support, contract negotiation support~~
  - ~~Software development, as needed~~
  - ~~Coordination, configuration, and support of integration with external systems including FirstNet and Member agency applications and networks~~
  - ~~System implementation support including design reviews, acceptance testing, system configuration support, and other activities associated~~
  - ~~Onboarding of users, agencies, and applications, as necessary~~
  - ~~Development of mobile validation system to test and demonstrate the Application Interoperability systems~~
  - ~~Development of a system lifecycle plan including initial capital budgets, operating budgets, support plan, maintenance plan, funding model, key performance indicators and other activities to determine the necessary components for sustained adoption~~
  - ~~Facilitation and development, as necessary, of associated governance including assisting with decision-making regarding the applications and services to develop~~
  - ~~Development of documentation including interface standards, procedures, policies, and others, as needed to develop and sustain application interoperability in the region~~
  - ~~Project close-out and transition of application interoperability system to full-scale operations~~
  - ~~Provide operational support of the infrastructure and applications, as requested in the form of monitoring, customer support, training, troubleshooting or other activity as the Authority deems appropriate~~

M. Task 13: Ongoing Post Transition Support

Consultant will provide the following services, as directed by the Authority, in support of LA-RICS and its Member agencies following:

- Agency onboarding support, including activities desired by the Authority in support of assisting Member agencies with FirstNet services including considerations for adopting

FirstNet services, configuration options, regional governance of Quality of Service configuration, ICAM, and other related FirstNet support services.

- Agency device support, including activities desired by the Authority in support of assisting Member agencies in the selection and configuration of devices operating on the FirstNet network.
- Provide other subject matter expertise and support to the Authority relating to broadband networks and broadband applications outside the scope of BTOP funded PSBN Round 2 activities at the discretion of the Authority including, but not limited to, regulatory support, attendance at meetings on the Authority's behalf, and others as appropriate.

### **III. DELIVERABLES**

The following deliverables represent the expected scope of work under this contract and the expected schedule for the work product. However, the Authority and Televate will have the ability to adjust these deliverables and schedules based on actual need and after developing an integrated plan with the chosen LTE vendor at the direction of the Authority. The deliverable schedule includes three categories of work: 1) on demand notice that Televate assistance is required to work off site or in Los Angeles for short durations; 2) prior, pre-scheduled notification, where Televate is required to work off site or in Los Angeles for short/long periods of time; 3) prior pre-schedule notification where Televate is required to work on-site for longer periods of time.

#### **Task 1: Request for Proposals Subject Matter Expert Support**

1. Development of Request for Proposal:
  - a. Schedule: Start immediately and continue support throughout the issuance of the RFP.
  - b. Deliverables: Analysis and comment on draft RFP.

#### **Task 2: Proposal Evaluation and Contract Negotiations Support**

2. Review Vendor Proposals:
  - a. Schedule: Start immediately receipt of vendor proposals and continue support throughout the vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Various vendor technical and pricing proposal and contract document analysis, assessment, and opinion reports and presentations. Participation in internal strategy meetings and with vendors as appropriate.
3. Review LA-RICS win themes:
  - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.

4. Develop LA-RICS negotiations strategy:
  - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.
5. Develop detailed price analysis
  - a. Schedule: Within two weeks of receipt of proposed pricing.
  - b. Deliverable: Price analysis of items with comparisons against off-the-shelf and alternative LA-SafetyNet bidder comparable equipment.
6. Developed detailed analysis and recommendations regarding:
  - a. Operation and Maintenance ("O&M") Strategy: Review vendor operational proposal details and associated pricing and conduct industry research as warranted to validate vendor proposal. Propose alternative O&M structure options for select or comprehensive aspects of the network for the LA-SafetyNet based on LA-RICS requirements.
    1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
  - b. Project Plan Review: Study and analyze the LA-SafetyNet vendor's project plan and assess validity of the plan and provide recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.
    1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
  - c. Vendor Acceptance Plan Review: Study and analyze the LA-SafetyNet vendor's acceptance plan and assess the validity of the plan(s) and provide recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.
    1. Schedule: As needed and directed by the Authority.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
7. Risk Register:
  - a. Schedule: monthly (day of month to occur with monthly project review timetable)

- b. Deliverable: A risk register depicting major project risks, their potential impact, and the plan to mitigate those risks.
- 8. Other (Proposed): Design Review Package Requirements:
  - a. Schedule: The schedule can be accelerated if the vendor provides detailed requirements and sample packages for review.
  - b. Deliverable: A set of requirements for each agreed upon set of design packages

Task 3: Design Reviews: Telecate presumes that Design Review will occur over several waves. The following would be the schedule for those waves, however, it would be a function of the vendor work plan.

- 1. Wave 1: High Level Network Design:
  - 1. Schedule: Anticipate completion of the reviews within three weeks of receipt of the design package.
  - 2. Deliverable/Scope: It is anticipated that this package would include the initial design that demonstrates meeting the contract requirements (including matching asset use). The initial design package would include sufficient information for the Authority to "approve" of a constellation of sites in the overall design. The initial design package would include a backhaul capacity plan, RF coverage plan, proposed site locations and configuration. It is preferable to receive these packages in zones (beginning with LA City). The deliverable would be a detailed analysis of the high level design for each zone. Meetings with LA-RICS Authority staff will be conducted to determine the appropriate response to the vendor and assist in preparing the response by the following week.
- 2. Wave 2: Site Packages:
  - 1. Schedule: The complete review of each cluster will be completed within two weeks with the same deliverables as in Wave 1 and the same proposed process.
  - 2. Deliverable/Scope: It is anticipated that site packages will come in clusters of sites. The preference would be that these design packages include all required detailed information to fully evaluate the site and the design requirements. It is preferable to review these site packages in clusters of 10 or more sites. The final deliverable for each site package will be recommendations regarding the proposed design (approve, reject, and issues or cause for rejection with the package)
- 3. Wave 3: Evolved Packet Core ("EPC"), IP and Application Integration Design:
  - 1. Schedule: This wave can be conducted in parallel with Wave 2. The review of the proposed design is expected to take three to four weeks with a deliverable and timetable schedule otherwise equivalent to Wave 1.
  - 2. Deliverable/Scope: This work will include a full analysis of the LTE packet core design and system configuration. It will also include an analysis of the IP design and configuration (routing, MPLS, addressing) as well as the security plan from the vendor and the proposed plan to integrate required applications. This would also include a design review (with regional IT staff) of any desired integration with existing applications.

Task 4: Implementation and Deployment Reviews

- 1. Design Plan Reviews: See task 2 above.

2. Project Plan Reviews:
  1. Schedule: On demand as directed by Authority. Duration depends on the scope of the plan.
  2. Deliverables: Recommendations, changes, and other input regarding project plans.
3. Change Order Management:
  1. Schedule: On demand and as directed by Authority. Duration depends on the scope of the change order.
  2. Deliverables: Recommendations, suggested changes, negotiation strategy, and other input regarding proposed change orders.
4. Quality Assurance (QA) Reviews: The quality assurance reviews are expected to include a review of the vendor's quality assurance plan, project processes, and the vendor's final product. Consultant's review will note deficiencies in the plans, processes, or work products as appropriate. The timing and scope of these deliverables will vary depending on the scope of the vendor's quality assurance deliverables.
5. Vendor Specification Reviews: The Consultant will review vendor work product to ensure it meets contractual requirements, including 3GPP compliance. The deliverables include a comprehensive requirements analysis against the completed solution. The timing of these deliverables will be determined as the deliverables are turned over to the Authority as completed.
6. Acceptance Testing Review: Acceptance testing review will include review of the vendor's acceptance testing plans, witnessing acceptance tests, and review of the results of the acceptance tests. In these cases, Consultant will provide analysis of plans, tests, and results in the form of reports. In addition, the Consultant, as directed by Authority, will design, conduct, and develop reports for other acceptance tests covering other elements of the project (i.e., where the primary vendor does not have the obligation to provide such tests). The deliverables and timing of these activities will be a function of the scope and timing of the vendor's deliverables as well as the additional systems assigned to Consultant to manage testing activities.
7. Integration and Cutover Plan Review: Consultant will review and provide analysis and recommendations regarding the vendor's, the Authority's, and other third party integration and cutover plans. The deliverables for this work will include an analysis of the plans as well recommendations to minimize risks and potential downtime, if applicable.

#### Task 5: Regulatory and Standards Support

1. Televate shall participate on NPSTC and PSCR working groups representing the Authority.
  - a. Schedule: As needed and depending on NPSTC and PSCR meeting and activity schedules.
  - b. Deliverables: Reports to Authority and management on issues affecting LA-SafetyNet and proposed positioning. Attendance on calls and meetings to represent the Authority's position.
2. Televate shall assist Authority and staff in drafting letters, comments and/or reply to comments to orders, notices and other relevant documents published by the FCC or other agency in regards to the 700 MHz Band.



- a. Schedule: On demand and as directed by the Authority.
  - b. Deliverables: Reports, comments, letters and other relevant documents as necessary.
3. Televate proposes to assist and support the Authority with ERIC duties. Deliverables and schedule shall be determined when the Authority requests such services.

#### Task 6: Subject Matter Expert Support

The following subject matter expert deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop documents, presentations, designs, plans, and other materials as directed by the Authority. Attend conference calls and meetings to represent the Authority's position. Provide other deliverables as required by the Authority.

#### Task 7: Operations Support

The following operations deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop operational plans, presentations, policies, procedures, and other materials to support Operations of the PSBN as directed by the Authority. Provide recommendations, designs, and other related deliverables for troubleshooting issues in the PSBN. Participate on calls and meetings as needed. Provide other deliverables as required by the Authority. Oversee and/or perform necessary testing for the PSBN. Report test results to the Authority and any other necessary parties.

#### Task 8: Site Acquisition Support

The following site acquisition support deliverables shall be provided by the Consultant to the Authority:

- Provide monthly and/or bi-monthly status reports to the Authority to demonstrate progress and meet with the Authority as needed.
- Provide successfully executed agreements, including but not limited to, LTE Site Access Agreements, for sites specified by the Authority, to the extent feasible, and in accordance with an Authority-approved LTE schedule, which may be updated from time to time.
- Upon successful execution of each agreement, including but not limited to, LTE Site Access Agreements, provide the Authority with the original executed agreement, the final electronic version of the agreement, and all correspondence and documentation related to the execution of the agreement for the Authority's records.

**Task 9: Agency Onboarding Support**

The following agency onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- b. Deliverables: Develop presentations, plans, reports, designs, and other materials as directed by the Authority regarding onboarding of enduser agencies. Participate on calls and meetings to represent the Authority's position and facilitate the onboarding process. Review agency and vendor designs and plans and provide recommendations as required. Provide other deliverables as required by the Authority.

**Task 10: Device Onboarding Support**

The following device onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide recommendations, plans, requirements, and other documents as required by the Authority. Participate on calls and meetings to represent the Authority's position and to advance the Authority's plans. Participate and lead device testing activities, provide reviews of vendor provided documents, and other device support deliverables. Provide other deliverables as required by the Authority.

**Task 11: Project Reconciliation Support**

The Consultant shall provide the following deliverables to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide reports, designs, plans, presentations, recommendations, and other deliverables, as directed, to Authority and management on issues affecting project closing. Attendance on calls and meetings to represent the Authority's position. Provide reviews of vendor proposals, plans, and designs as needed and directed. Provide other deliverables as required by the Authority.

**Task 12: PSBN Project Implementation Plan Work**

Pursuant to Task 12 (PSBN Project Implementation Work), Consultant shall provide software, system configuration and changes, troubleshooting (and other related operational support activities), recommendations, plans, requirements, reports, presentations, designs, activity schedules, participate on calls, attend meetings, review vendor provided documentation related to the PIP objectives, and any other Deliverables as may be required by the Authority within Consultants scope contemplated in this Exhibit A (Statement of Work) to accomplish the PIP objectives.

**Task 13: Ongoing Post Transition Support**

Pursuant to Task 13 (Ongoing Post Transition Support), Consultant shall provide system configuration/installation, troubleshooting (and other related operational support activities), recommendations, plans, requirements, reports, presentations, designs, activity schedules, participate on calls, attend meetings, review vendor provided documentation related to the support of the Authority's ongoing broadband role, and any other Deliverables as may be required by the Authority within Consultants scope contemplated in this Exhibit A (Statement of Work) to accomplish the Authority's objectives.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

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

Dear Directors:

### **AMENDMENT NO. 27 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 27 with Jacobs Project Management Co. (Jacobs) to decrease the scope of work in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, the PIP objective for Application Interoperability, resulting in a decrease to the Maximum Contract Sum in the amount of \$59,200.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 27, substantially similar in form to the (Enclosure), which contemplates a decrease in the scope of work to remove Application Interoperability from the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) from consideration resulting in a decrease to the Maximum Contract Sum in the amount of \$59,200.
2. Approve a decrease to the Maximum Contract Sum in the amount of \$59,200 from \$62,098,834 to \$62,039,634 when taking the revisions contemplated in Amendment No. 27 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form to the enclosed Amendment.

## **BACKGROUND**

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

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration.

On May 17, 2018, the Authority presented Amendment No. 26 for your consideration in anticipation of PSBN Round 2 PIP approval. The amendment presented to your Board contemplated an inclusion of a Grants Analyst position, a revised rate schedule that reflected an increase to the hourly rates to account for a Cost-of-Living Adjustment, as well as work supporting three (3) PSBN Round 2 PIP objectives: Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability. Your Board approved Amendment No. 26 as was presented.

However, NTIA notified the Authority of its approval of PSBN Round 2 PIP for Objective 1, Coverage Augmentation, and Objective 2, Rapid Response Vehicles only. Objective 3, Application Interoperability, was not approved. In light of this approval, the Authority is returning to your Board with this Amendment No. 27, which contemplates removal of the PIP objective for Application Interoperability.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 27, which contemplates, among other things, (a) a decrease in the scope of work to remove the PSBN Round 2 PIP objective related to Application Interoperability; and (b) a decrease to the Maximum Contract Sum accordingly by \$59,200.

## **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 27 will decrease the Maximum Contract by \$59,200 from \$62,098,834 to \$62,039,634.



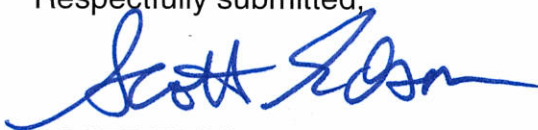
**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Counsel to the Authority has reviewed the recommended actions.

**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 27, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

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Enclosures

c: Counsel to the Authority

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

**Recitals**

This Amendment Number Twenty-Seven ("Amendment No. 27") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of June \_\_\_\_\_, 2018, based on the following recitals:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) reflect a reduction in the Scope of Work related to the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, the removal of the PIP objective for Application Interoperability; (b) reflect a decrease to the Maximum Contract Sum by \$59,200 from \$62,098,834 to \$62,039,634; and (c) make other certain changes as set forth in this Amendment No. 27.

WHEREAS, This Amendment No. 27 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 27, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 27. Unless otherwise noted, section references in this Amendment No. 27 refer to sections of the body of the Agreement, as amended by this Amendment No. 27.

2. Amendments to Agreement.

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

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Sixty-Two Million, Thirty-Nine Thousand, Six Hundred Thirty-Four Dollars (\$62,039,634).

3. Amendments to Appendices and Attachments.

3.1 Section 11 (PSBN Project Implementation Plan Work) of Attachment A (Scope of Work) is deleted in its entirety and replaced by the following:



11. PSBN Project Implementation Plan Work

Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation and Rapid Response Vehicles, pursuant to the PIP and this Scope of Work.

- a. **Coverage Augmentation:** The Coverage Augmentation objective contemplates the expansion of the initial PSBN buildout to include additional sites to augment the existing coverage and/or capacity. Consultant shall assist the Authority, as needed, with all project and construction management expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope contemplated in this Attachment A (Scope of Work).
- b. **Rapid Response Vehicles:** The Rapid Response Vehicles objective contemplates the development and purchase of Cell on Light Trucks (COLTs) for the Authority to rapidly deploy during public safety incidents within the urban area as well as in substantial events that occur outside the existing PSBN coverage footprint. Consultant shall assist the Authority, as needed, with all project and implementation management expertise necessary to execute this objective pursuant to the PIP and in accordance the scope contemplated in this Attachment A (Scope of Work).
- c. ~~**Application Interoperability:** The Application Interoperability objective will allow the Authority to test the functionality of public safety applications on the FirstNet/AT&T application ecosystem as well as the governance and structure of to ensure interoperability across applications. Consultant shall assist the Authority, as needed, with all project, customer acquisition, and coordination management expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope contemplated in this Attachment A (Scope of Work).~~

3.2 Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety and is replaced by Appendix A-2 (Agreement Budget), dated June 2018, attached to this Amendment No. 27 and incorporated herein by this reference to reflect changes in the contract value.

4. This Amendment No. 27 shall become effective as of the date identified in the recitals, which is the date upon which:

4.1 An authorized officer of Consultant has executed this Amendment No. 27;

- 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 27, if required;
- 4.3 Los Angeles County Counsel has approved this Amendment No. 27 as to form; and
- 4.4 The Executive Director of the Authority has executed this Amendment No. 27.
- 5. Except as expressly provided in this Amendment No. 27, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 6. Consultant and the person executing this Amendment No. 27 on behalf of Consultant represent and warrant that the person executing this Amendment No. 27 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 27, and that all requirements of Consultant to provide such actual authority have been fulfilled.
- 7. This Amendment No. 27 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
- 8. This Amendment No. 27 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 27 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

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

Scott Edson  
Executive Director

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

Issam Khalaf  
Vice President  
West Division PMCM

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

**APPENDIX A-2  
AGREEMENT BUDGET**

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

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

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

<b>PUBLIC SAFETY BROADBAND NETWORK (PSBN) ROUND 2 PROJECT IMPLEMENTATION PLAN (PIP) WORK</b>	
PSBN Round 2 PIP Work	\$5,430,150
Grants Analyst	\$223,040
<b>PSBN Round 2 PIP Work Total</b>	<b>\$5,653,190</b>

<b>MAXIMUM CONTRACT SUM</b>	<b>\$62,039,634</b>
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**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 27, 2018

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

Dear Directors:

**APPROVE AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT  
WITH AT&T CORP.**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 1 to the Business Agreement (Agreement) with AT&T Corp., on behalf of itself and its affiliates (AT&T) to increase the quantity of replacement routers, SIMS, and devices being provided to the Authority on a gratis basis.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 1 to the Business Agreement between AT&T and the Authority, substantially similar in form to the Enclosure, to allow the Authority to accept an increased amount of routers, SIMS, and devices of the Authority's choosing from 3,300 to 4,300.
2. Delegate authority to the Executive Director to execute Amendment No. 1 to the Agreement, substantially similar in form to the Enclosure.
3. Delegate authority to the Executive Director to execute additional amendments to the Business Agreement to accept additional devices that may be needed by the Authority and its members to utilize the FirstNet NPSBN, with an estimated not to exceed collective value of \$800,000, which will be substantially similar in form to

the Enclosure. The Executive Director will report back to your Board if any such amendments are executed.

### **BACKGROUND**

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN).

In connection with the Asset Transfer Agreement, on December 14, 2017, your Board approved a Business Agreement with AT&T to accept \$12 million, up to 3,300 replacement routers, SIMS, and devices of the Authority's choosing, and \$2.5 million in services to pay for replacement services and installation costs.

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

The purpose of the recommended actions is authorize the Executive Director to execute Amendment No. 1, which contemplates an increase to the quantity of routers, SIMS, and devices of the Authority's choosing from 3,300 to 4,300 on a gratis basis.

The Authority has been working closely with AT&T to identify the type of replacement routers, SIMs and devices needed. As part of these working sessions, AT&T has offered to increase the number replacement routers, SIMS, and devices by 1,000 from 3,300 to 4,300 on a gratis basis. This was to ensure the Authority has an appropriate level of replacement routers, SIMs, and devices to account for all current routers, SIMS, or devices utilized by the Authority and its users that are not compatible (e.g. do not provide full functionality with redundant SIM slots) with the resultant FirstNet NPSBN.

With respect to devices that are currently not FirstNet NPSBN compatible, the requested delegated authority will allow for the Agreement to be amended to accept additional compatible devices that do not collectively exceed \$800,000 in value.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with the recommended actions.

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

Counsel to the Authority has reviewed Amendment No. 1 to the Agreement and the associated recommended actions and approved as to form.



**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 1, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT BETWEEN  
AT&T CORP. AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

RECITALS

THIS AMENDMENT No. 1 (“Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between the Los Angeles Regional Interoperable Communications System Authority (“LA-RICS Authority”), a California joint power’s authority, and AT&T Corp., on behalf of itself and its Affiliates (“AT&T”), (individually, a “Party,” and collectively, the “Parties”).

WHEREAS, AT&T and the LA-RICS Authority entered into a Business Agreement (“Agreement”) effective December 15, 2017, for AT&T to provide the LA-RICS Authority with monies, services and user equipment.

WHEREAS, AT&T and the LA-RICS Authority now wish to modify the Agreement to alter the quantity of user equipment being provided by AT&T.

NOW THEREFORE the parties agree to modify the Agreement as follows:

AT&T and the LA-RICS Authority wish to modify paragraph 3.B of the Agreement to increase the quantity of routers from 3,300 to 4,300. As such, paragraph 3.B of the Agreement is deleted in its entirety and replaced with the following:

- B. Following the Closing Date or prior to the Closing Date if agreed to by AT&T and the LA-RICS Authority, AT&T will provide to the LA-RICS Authority, up to forty three hundred (4,300) replacement routers, including 600 upgradeable to FirstNet Band 14 modules, SIMs, and devices, of LA-RICS Authority’s choosing and in the quantities specified by the LA-RICS Authority, should the current routers, SIMs and devices used by the LA-RICS PSBN users be deemed incompatible with or not fully compatible with the FirstNet NPSBN, or LA-RICS PSBN users experience significant degradation of functionality (e.g., a minimum of two SIM card slots must be usable on the AT&T spectrum).

All other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

\* \* \*

IN WITNESS WHEREOF each Party hereto has caused this Amendment No. 1 to be executed by its duly authorized representative.

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM, County Counsel

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

**AT&T CORP.**

By: \_\_\_\_\_  
Name: Christopher Sambar  
Title: Senior Vice President – AT&T FirstNet  
Dated: \_\_\_\_\_



## 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

June 27, 2018

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

Dear Directors:

### **APPROVE SITE ACCESS AGREEMENT WITH SADDLE PEAK COMMUNICATIONS FOR A LAND MOBILE RADIO SYSTEM SITE**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form the enclosed Site Access Agreement (SAA) with Saddle Peak Communications (The Owner) for a site for use in the Land Mobile Radio (LMR) System.

#### **RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find that (a) the approval and execution of the SAA for the Saddle Peak (SPN) site listed in Enclosure 1 to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with the Saddle Peak Communications (The Owner).

## **BACKGROUND**

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of the specific sites by the LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with Saddle Peak Communications (The Owner) has resulted in the attached SAA for one site for use in the LMR System (Enclosure 2).

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

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

A brief summary of similar relevant provisions with the Saddle Peak Communications follows below:

Site Owner	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Saddle Peak Communications	1	15 years, with 3-5 year extensions	Gratis	Requires Local Coastal Development Permit	Requires review from Los Angeles County Regional Planning Dept.

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

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



### **FISCAL IMPACT/FINANCING**

No Fiscal Impact.

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at Site SPN 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 LA-RICS 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 SPN are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the project analyzed or to the circumstances under which the project is undertaken for this LMR System site that would require revisions to the previous EIR due to new significant effects or a substantial increase in severity of previously identified significant effects pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163. The previously adopted MMP will continue to apply.

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

Enclosure

cc: Counsel to the Authority



## LMR SITE ACCESS AGREEMENT

**THIS LMR SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of June \_\_, 2018,

**BY AND BETWEEN**

**Saddle Peak Communications,**  
hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

**WHEREAS,** Owner owns certain real property described on Exhibit A attached hereto ("Real Property"); and

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

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

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

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

LA-RICS AUTHORITY and/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.

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.

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 Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

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

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

Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner'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 Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

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

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

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

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

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. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement and shall run fifteen (15) years, unless terminated earlier upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 26 (Default) hereof.

LA-RICS AUTHORITY shall have the option to extend the Term of the License granted by this Agreement ("**Extension Option**") for three (3) periods of five (5) years (each an "**Extension Term**") provided that LA-RICS AUTHORITY is not in default as of the commencement of the Extension Term and that this Agreement has not been terminated as provided in this Section. Subject to the conditions set forth in this Section, each Extension Option may be automatically exercised by LA-RICS AUTHORITY, unless LA-RICS AUTHORITY delivers written notice to Owner of its intention to terminate this Agreement or not exercise an Extension Option at least six (6) months prior to the expiration of the Initial Term or the then current Extension Term.

5. **CONSIDERATION**

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

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, Owner 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 Owner 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 Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions, or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY

shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a 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, until after Owner has been provided an opportunity to review and approve such plans and specifications.

## **7. INSTALLATION**

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by 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 or Owner's tenants. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

LA-RICS AUTHORITY agrees that 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.

Owner 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 "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.

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

operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

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

#### 8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations, or improvements to the 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, as may be required as a result of FCC rules or regulations, 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 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 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**

LA-RICS AUTHORITY shall perform maintenance to the LMR Site, including general upkeep, landscaping, lawn-mowing, weed control, and related maintenance within the LMR site, and keep the LMR Site neat, clean, and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.



Owner and Owner's individual tenants are each responsible for Saddle Peak Homeowners' Association [SPHOA] scheduled dues for road maintenance, which are to be billed by SPHOA directly to tenants and licensees, including LA-RICS AUTHORITY. Owner shall be responsible for SPHOA special assessments up to \$200.00 for each tenant or licensee on the Real Property, including LA-RICS AUTHORITY, so long as the tenant or licensee has not been separately billed for any such special assessment; tenants and licensees, including LA-RICS AUTHORITY, shall be responsible for their pro rata share of special assessments that exceed \$200.00 per tenant assessment allocation. LA-RICS AUTHORITY shall reimburse Owner for any amount owing under this Section within thirty (30) days following LA-RICS AUTHORITY's receipt of notice of the amount owed and reasonable supporting documentation. For the portion of the road not maintained by SPHOA ("Upper Road"), Owner is responsible for its pro rata share of the road maintenance pursuant to a separate road maintenance agreement dated November 3, 2011, as amended, by and among Owner, the U.S. Government, the Federal Aviation Administration, American Towers LLC, and Southern California Edison Company. Owner agrees that Owner will not seek reimbursement from LA-RICS AUTHORITY for any costs, fees, or dues associated with maintenance and repairs of the Upper Road.

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 Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

Owner shall be responsible for maintenance of the Real Property outside the LMR Site and other Tenant premises, including general upkeep, landscaping, lawn-mowing, and related maintenance activities. LA-RICS AUTHORITY shall use reasonable efforts to assist Owner in the maintenance of the Real Property outside the LMR Site by notifying Owner if LA-RICS AUTHORITY, through its use and operation of the LMR Site, becomes aware of repair or other work that may be advisable or necessary for the maintenance of the Real Property; provided, however, that any failure by LA-RICS AUTHORITY to do so shall not be a breach of this Agreement.

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 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, 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 and its LMR Vendor shall:

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

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

Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by 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.

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 Owner, its agents, employees, or contractors.

#### 12. **RELOCATION**

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

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;

Owner 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;

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

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

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 provided that 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.

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;

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 LMR SITE**

Owner 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 Initial Term and any Extension 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 Owner 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.

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 this Section) 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.

Owner shall work cooperatively and in good faith with LA-RICS AUTHORITY to obtain authorized access for LA-RICS AUTHORITY through the access gate operated by the Saddle Peak Homeowners' Association [SPHOA] located the intersection of the Piuma Road and West Saddle Peak Road to the Real Property for LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents. However, Owner's inability to restore authorized access shall not be a default of this Agreement.

14. **EMERGENCY ACCESS BY OWNER**

The Owner 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 Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LMR Site, provided that Owner 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, 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 LMR 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**

**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 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.

**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.

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

**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 Owner and with other relevant parties to mitigate such violations in a timely manner.

#### 16. **UTILITIES**

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

#### 17. **HOLD HARMLESS AND INDEMNIFICATION**

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

AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

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**

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

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

**Automobile Liability Insurance** (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and



providing coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

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

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

**Commercial Property Insurance.** LA-RICS AUTHORITY shall provide coverage for Owner's property, and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage and flood.

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.

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

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

completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

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

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

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

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

organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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.

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 OR MAINTAIN INSURANCE**

Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which 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 reimbursed by LA-RICS AUTHORITY to Owner upon demand.

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

#### 20. **TAXES**

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

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

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

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

## 21. **NOTICES**

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

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

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

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

Mr. E. L. "Ed" Hall  
Saddle Peak Communications  
50 Hall Lane  
Clancy MT 59634  
(406) 459-6249  
(406) 442-4892  
(406) 442-8293  
ed@glimakraUSA.com  
e.hall.mt@gmail.com

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

## **22. LA-RICS FACILITY REMOVAL**

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. If this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, 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 termination or 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.

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, 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. ASSIGNMENT**

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.

To effect an assignment or transfer pursuant to this Section, 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 Owner.

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.

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.

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

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.

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

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth 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 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.

25. **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 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 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.

26. **DEFAULT**

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

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

27. **WAIVER**

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

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

28. **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; crude oil or byproducts of crude oil other than crude oil which exist 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.

29. **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 Owner 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 Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

30. **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.

31. **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 Workers' 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.

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

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the 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.

33. **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, and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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.

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.

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.

While the Owner reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the antidiscrimination provisions of this Agreement.

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.

35. **NONEXCLUSIVITY**

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.

36. **NOTICE TO 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.

37. **PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the Owner's right to inspect the LMR 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.

37.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposal 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.

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

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by 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.

### 38. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the 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 therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

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

40. **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 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).

41. **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.

42. **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.

43. **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.

44. **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.

DRAFT

**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

SADDLE PEAK  
COMMUNICATIONS

A California Joint Powers Authority

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

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

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

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

Print Name: Edwin L. Hall  
Its: Managing Partner

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

APPROVED AS TO FORM:

KELLER LAW FIRM, P.C.

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

By: \_\_\_\_\_  
Jacqueline T. Lenmark

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

**Assessor's ID No:**

4453-018-019

SITE ID	Facility Name	Address Line	City	Zip Code	Parcel Owner
SPN	Saddle Peak	24574 W. Saddle Peak Rd.	Malibu	90265	Saddle Peak Communications

## **EXHIBIT B**

### **EQUIPMENT LIST**

#### **Saddle Peak (SPN) Planned Equipment List**

Building 12' X 36', single-story

Horizontal Tower structure 18 ft. height, 45 ft. long, 4 ft. wide

80 kW Generator/ Tank (1350 Gallon)

13 Omni antennas (poles), 2 Microwave dishes

Land Mobile Radio Base Stations (inside building)

**EXHIBIT C**  
**SITE PLAN**

**[To be incorporated by reference at a later date]**

DRAFT



## **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

June 27, 2018

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

Dear Directors:

### **APPROVE AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF COMMUNICATIONS SITE LICENSE AGREEMENTS (FOR CELL ON WHEELS) WITH SOUTHERN CALIFORNIA EDISON (SCE) AND AT&T-NCW**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute an Amendment, Consent, Assignment and Assumption of Communications Site License Agreements for the transfer of SCE Cell on Wheels (COW) Communications Site License Agreements (hereinafter, "Assignment Agreement") with Southern California Edison (SCE) and New Cingular Wireless PCS, LLC, a wholly-owned, indirect subsidiary of AT&T Inc. (hereinafter referred to as "AT&T-NCW"). This action is needed to transfer and assign the nine (9) Communications Site License Agreements with the LA-RICS Authority (Authority) to AT&T-NCW, the FirstNet vendor for FirstNet's National Public Safety Broadband Network (NPSBN). Following the effective date of the Assignment Agreement, the Authority will no longer have any interest in the nine (9) SCE COW sites.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Find that approval and execution of the Assignment Agreement is not a project under Section 21065 of the California Public Resources Code and 15378 (b)(5) of the California Environmental Quality Act (CEQA).
2. Approve and delegate authority to the Executive Director to execute the Assignment Agreement, substantially similar in form to Enclosure 1, to allow AT&T NCW to access and absorb the nine (9) COW sites with SCE for the NPSBN.

## **BACKGROUND**

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

On September 23, 2015 and dates thereafter, the Authority entered into Communications Site License Agreements with SCE for nine (9) COW sites.

On September 30, 2015, the Authority completed the PSBN, constructing seventy-six (76) public safety grade PSBN sites, including these nine (9) COW sites.

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

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

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

The attached Assignment Agreement between AT&T-NCW, LA-RICS Authority and SCE, transfers all rights and obligations of the LA-RICS Authority for the nine (9) SCE COW sites to AT&T-NCW as of the effective date of the agreement. Following the effective date of the agreement, the LA-RICS Authority will no longer have any interest and rights to the 9 SCE COW sites, and AT&T-NCW will operate, maintain and upgrade those sites as part of the NPSBN under the applicable terms and conditions with SCE. The Authority will still be responsible for any issues that arose prior to AT&T-NCW taking over the COW sites (there are none), and AT&T-NCW will be responsible for any issues that arise after AT&T takes over the sites.

## **FISCAL IMPACT/FINANCING**

There is no Fiscal Impact.



### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions include approval and execution of an Assignment Agreement that assigns the rights and responsibilities of the Authority for the nine (9) SCE COW sites with SCE, to ATT-NCW. Following approval, ATT-NCW will access the sites and the Authority will no longer have any interest in the sites. The Assignment Agreement does not constitute a project under CEQA. Execution of the agreements is an organizational and administrative activity that will not result in direct or indirect physical changes in the environment pursuant to Sections 21065 of the California Public Resources Code and 15378(b)(5) of the State CEQA Guidelines.

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

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

### **CONCLUSION**

Approval of the recommended actions will allow the Authority to transfer the nine (9) SCE Cell on Wheels (COWS) Communications Site License Agreements (Agreement) to AT&T NCW, as part of the transfer and assignment of the Authority's right, title, and interest in the LA-RICS Public Safety Broadband Network (PSBN).

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

**AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF  
COMMUNICATIONS SITE LICENSE AGREEMENTS (FOR CELL ON  
WHEELS)**

This AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF COMMUNICATIONS SITE LICENSE AGREEMENTS (FOR CELL ON WHEELS) ("**Assignment**") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**"), by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as "SCE," the LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT AUTHORITY, a California Joint Powers Authority, hereinafter referred to as "LA-RICS Authority," and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, hereinafter referred to as "AT&T-NCW," (individually, a "**Party**," and collectively, the "**Parties**").

**RECITALS**

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

**WHEREAS**, SCE, as Licenser, and LA-RICS Authority, as Licensee, are parties to nine (9) separate Communications Site License Agreements (For Cell on Wheels) for nine (9) SCE sites known as SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMNRV, SCEMRGO, SCELONG and SCESTUD, which were entered into on August 13, 2015, September 15, 2015 and September 23, 2015 ("**License Agreements**"), under which LA-RICS Authority has the right to use a portion of each SCE-owned or SCE-controlled property for use as a Long Term Evolution ("**LTE**") broadband communication site. A complete copy of all nine (9) License Agreements are attached to this Assignment as **Attachment 1**;

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

**WHEREAS**, LA-RICS Authority and AT&T have entered into an Asset Transfer Agreement for LA-RICS Authority to transfer and assign its right, title, and interest in the

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

**WHEREAS**, under the Transfer Agreement, LA-RICS Authority has agreed, among other things, to transfer to AT&T-NCW its interest, control and responsibility for the BTOP equipment and infrastructure at the public-safety grade PSBN LTE sites located at the real properties commonly known as SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMNRV, SCEMRGO, SCELONG and SCESTUD, located at the property addresses listed at **Attachment 2**;

**WHEREAS**, pursuant to the terms of the Transfer Agreement, LA-RICS Authority desires to assign to AT&T-NCW, and AT&T-NCW desires to accept and assume from LA-RICS Authority, all of LA-RICS Authority's right, title, and interest in and to, and all of LA-RICS Authority's obligations, duties, and responsibilities under, the License Agreements;

**WHEREAS**, the Parties have agreed to amend certain terms of the License Agreement as more particularly set forth herein;

**WHEREAS**, SCE desires to consent to the assignment to and assumption of all rights, obligations, duties and responsibilities under the License Agreements to AT&T-NCW;

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. (a) From and after the Effective Date of this Assignment, each of the License Agreements shall be amended as follows:

(i) The "Term," as set forth in Section 2 of the SAA, is hereby extended to December 25, 2022.

(ii) In the first sentence of Section 4 of each of the License Agreements, the phrase "Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors" shall be deleted and replaced with the following phrase: "Licensee and its employees, agents, contractors (including without limitation Motorola Solutions, Inc.), subcontractors, vendors and escorted invitees."

(iii) Section 9 of each of the License Agreements shall be deleted in its entirety and replaced with the following:

"9. Insurance. During the Term, Licensee shall procure and maintain (or cause its contractors or vendors, including without limitation Motorola

Solutions, Inc., to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$ 1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Notwithstanding the foregoing, Licensee shall have the right to self-insure, in accordance with this Section 9, any of the types and amounts of the required Licensee insurance described in this Section 9. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance or written notice of self-insurance prior to installation of Licensee's Equipment."

(iv) Section 13(d) or 14(d), as applicable, of each of the License Agreements with respect to assignment and successors and assigns, shall be deleted in its entirety and replaced with the following:

"(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties. Licensee will have the right to assign this Agreement and its rights herein, in whole or in part, without SCE's consent, to any Affiliate of Licensee. Licensee will not otherwise assign this Agreement or sublease the Premises without the prior written consent of SCE, which shall not be unreasonably withheld, conditioned or delayed. As used herein, the term "Affiliate" means with respect to a party to this Agreement, any person or entity that controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(v) All references to "Licensee" in each of the License Agreements shall be deemed to include New Cingular Wireless PCS, LLC and any entity that uses the Premises or operates the Premises on behalf of New Cingular Wireless PCS, LLC.

(b) Each of the License Agreements, as hereby amended pursuant to this Section 1, and any terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Assignment. In the event of any conflict between the License Agreements and this Assignment, the terms, conditions and provisions of this Assignment shall govern.

2. LA-RICS Authority hereby assigns, transfers and conveys to AT&T-NCW all of LA-RICS Authority's right, title, interest in, to, and under the License Agreements.

3. AT&T-NCW hereby accepts from LA-RICS Authority the assignment of the License Agreements, and henceforth AT&T-NCW is entitled to all of the rights and benefits accruing to LA-RICS Authority under the License Agreements.

4. (a) Notwithstanding the provisions of Section 4(b) below, SCE, AT&T-NCW and LA-RICS Authority agree that AT&T-NCW will be bound by all obligations, duties, and responsibilities of LA-RICS Authority under the License

Agreements, including, without limitation, hold harmless and indemnification obligations, both prior to and after the Effective Date, and AT&T-NCW is responsible to perform all obligations, duties, and responsibilities of LA-RICS Authority that are to be performed under the License Agreements.

(b) Notwithstanding the provisions of Section 4(a) above, as between LA-RICS Authority and AT&T-NCW: (i) AT&T-NCW hereby assumes and agrees to be bound by all obligations, duties, and responsibilities of LA-RICS Authority under the License Agreements, including, without limitation, hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences from and after the Effective Date, and AT&T-NCW is responsible to perform all obligations, duties, and responsibilities of LA-RICS Authority that are to be performed on and after the Effective Date under the License Agreements; (ii) LA-RICS Authority agrees that it will remain bound by and responsible for all obligations, duties, and responsibilities of LA-RICS Authority under the License Agreements, including, without limitation, hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences prior to the Effective Date; (iii) LA-RICS Authority agrees that it will defend, indemnify and hold harmless AT&T-NCW from and against any and all injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by AT&T-NCW in connection with the obligations, duties, and responsibilities of LA-RICS Authority under the License Agreements accruing, arising out of, or relating to events or occurrences prior to the Effective Date; (iv) AT&T-NCW agrees that it will defend, indemnify and hold harmless LA-RICS AUTHORITY from and against any and all injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by LA-RICS AUTHORITY in connection with the obligations, duties, and responsibilities of AT&T-NCW under the License Agreements accruing, arising out of, or relating to events or occurrences on or after the Effective Date; and (v) the assumption of AT&T-NCW set forth in Section 4(a) with respect to SCE shall not in any way modify, nor be deemed a waiver of, the agreements and obligations of LA-RICS Authority set forth in this Section 4(b).

5. As between LA-RICS Authority and AT&T-NCW, neither the making nor the acceptance of this Assignment shall: (a) constitute a waiver or release by any party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Transfer Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the Transfer Agreement. In the event of any dispute between the terms hereof and the Transfer Agreement, the terms of the Transfer Agreement shall control.

6. Pursuant to either Section 13 (d) or Section 14(d) of the License Agreements, SCE hereby consents to the assignment to and assumption of the License Agreements to AT&T-NCW pursuant to the terms and conditions set forth herein. SCE hereby confirms that, as of the Effective Date of this Assignment, the License Agreements are in full force and effect and no default is outstanding.

7. The following language is added to the end of Section 4 of each of the License Agreements for the high-voltage and/or secured yard sites known as SCEMNRV, SCEMRGO, and SCESTUD:

“Any site work must be performed pursuant to SCE’s then current maintenance and modification processes which may require that an SCE observer on site at all times work is being performed. The fees associated with such work include application fees of \$500 for troubleshooting and \$2,500 for technological upgrades. Additionally, Licensee shall reimburse SCE for the actual amount of any direct and indirect costs reasonably incurred by SCE pursuant to this License, with five percent (5%) added to these costs for overhead expenses plus the applicable revenue sharing mechanism adjustment.”

8. The Parties hereby acknowledge that SCE's consent to the assignment and assumption of the License Agreements to AT&T-NCW does not waive any rights SCE may have to take action with respect to the performance of the covenants, obligations and agreements of LA-RICS Authority under the License Agreements prior to the Effective Date or any breaches of the License Agreements prior to the Effective Date.

9. LA-RICS Authority hereby represents and warrants to SCE that no default or event of default has occurred and is continuing under the License Agreements.

10. Notwithstanding anything to the contrary contained in the License Agreements, SCE hereby grants AT&T-NCW, as successor Licensee under the License Agreements, the right to use each Premises (as defined in the License Agreements) to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade a communications facility for the transmission and reception of communications signals in a manner that is consistent with AT&T’s overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**"), and as otherwise provided in accordance with the terms and conditions of the License Agreements. For clarity, in order to provide the FirstNet NPSBN Solution, AT&T-NCW, as successor Licensee under the License Agreements, shall not be limited in its use of any Premises (a) to the use of any specific technology, (b) by changes in technology, (c) to the use of specific bands of spectrum, or (d) to the use of any specific type of communications equipment. Provided, however, AT&T-NCW agrees that its communications equipment at any Premises will not exceed the footprint of such Premises without the prior written consent of SCE, and that AT&T-NCW 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.

11. Any notice, request, demand or other communication required to be sent to a Party pursuant to this Assignment must be sent in writing by personal delivery (including by a nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their addresses indicated below. Routine exchange of information may be conducted via telephone or electronic means, including e-mail.

FINAL

If to LA-RICS Authority:

Scott Edson, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (323) 881-8281  
Fax: (323) 264-0718  
Email: Scott.Edson@LA-RICS.ORG

With a copy to:

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

If to SCE:

Southern California Edison Company  
Edison Carrier Solutions – 1st Floor  
2 Innovation Way  
Pomona, CA 91768

If to AT&T-NCW:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: \_\_\_\_; Cell Site Name: \_\_\_\_ (CA)  
Fixed Asset #: \_\_\_\_\_  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: \_\_\_\_; Cell Site Name: \_\_\_\_ (CA)  
Fixed Asset #: \_\_\_\_\_  
208 S. Akard Street  
Dallas, TX 75202-4206

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

A Party may change its address for notice under this Assignment by giving thirty (30) days' prior written notice to the other Party in the manner provided in this Section 9.



FINAL

Any notice or communication sent under this Section 9 will be deemed to have been duly given and effective when properly sent and received, refused or returned undelivered.

12. This Assignment shall be exclusively governed by the laws of the State of California, without regard to its conflict of law provisions.

13. The Parties hereto represent and warrant that the person executing this Assignment for each of them is an authorized agent who has actual authority to bind such Party to this Assignment and that all requirements of such Party have been fulfilled to provide such authority.

14. The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to perform this Assignment.

15. This Assignment shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

16. This Assignment may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Assignment, and all such counterparts together shall constitute one and the same Assignment.

17. This Assignment will not be construed as a waiver of SCE's right to consent to an amendment of the License Agreements or to any further sublicense or assignment under the License Agreements, or as consent to any portion of the Properties being used or occupied by any other party.

**SIGNATURES ON FOLLOWING PAGE**

FINAL

**IN WITNESS WHEREOF**, the Parties enter into this Assignment as of the Effective Date.

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

By: \_\_\_\_\_  
Executive Director

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM, County Counsel

By: \_\_\_\_\_  
Sonia Chan  
Deputy County Counsel

**NEW CINGULAR WIRELESS PCS, LLC**

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: Gram Meadors  
Title: AVP – Sourcing Operations

Dated: \_\_\_\_\_

**CONSENTED TO BY:**

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_  
Name: Jasin Glasner  
Title: Principal Manager,  
Finance & Accounting  
Edison Carrier Solutions

Dated: \_\_\_\_\_

FINAL

**ATTACHMENT 1**  
**COPIES OF ALL 9 COMMUNICATIONS SITE LICENSE AGREEMENTS**  
**(FOR CELL ON WHEELS)**

## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of September 23, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Cerritos ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCEART – SCE Extra Space Storage, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; .or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Generator. SCE licenses to Licensee the right to install, operate, maintain and secure a generator attached to Licensee's Equipment. Further generator and operational requirements are set forth in Attachment 4 hereto.

14. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a

single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.


(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY


A California Joint Powers Authority

By: 

Print Name: Patricia J. Mallon  
Its: Executive Director

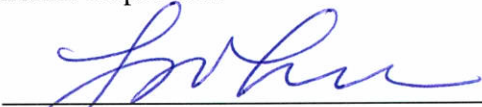
APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler  
Its: Manager, Contracts + Finance

**AGENDA ITEM M - ENCLOSURE**



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7	36								
AKPD001	ARCADIA PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70 Monopole	Completed	Completed	5	Completed	4/9/2015	-
APD0001	ARCADIA PD	City of Arcadia Police Dept	725 N Alameda Ave	Arcadia	91002	Arcadia	City of Arcadia	70 Monopole/Palm	Completed	Completed	1	Completed	7/18/2015	7/14/2015
BMT	Bald Mountain	LA County ISO	46811 Ridge Route Rd	Gorman	93536	LA County	LA County	70 Monopole	Completed	Completed	5	Completed	6/25/2015	7/17/2015
CC	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	8/6/2015	1	Completed	7/28/2015	Nighttime Work Only
CEN	Century	LA County Sheriff's Dept	11705 Alameda Rd	Lynwood	90262	Lynwood	LA County	70 Monopole	Completed	Completed	2	Completed	3/4/2015	-
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	Completed	Completed	1	Completed	6/30/2015	Restart 7/29/2015
CPTE004	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton, Redevelopment Agency	70 Monopole	Completed	Completed	2	Completed	7/9/2015	7/14/2015
ELMH001	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70 Monopole/Pine	Completed	Completed	1	Completed	7/17/2015	7/15/2015
FCF	FCF - HQ	LA County Fire Dept	1370 N Eastern Ave	Los Angeles	90063	LA County	LA County	Use Ex Ant Structure	Completed	Completed	4	Completed	8/4/2015	8/18/2015
FS	FS 5	City of Long Beach Fire Dept	7575 E Washington Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	7/22/2015	7/22/2015
GARD001	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	8/1/2015
LACHAR	LAC/Harbor-UCLA Medical Ctr	LA County Hospital	1000 W Carson St	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	2	Completed	7/28/2015	8/11/2015
LACOLV	LAC/Oliveview-UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	5	Completed	7/28/2015	8/11/2015
LACUSE	LAC/JSC Medical Ctr	LA County Hospital	1300 N State St	Los Angeles	90033	City of Los Angeles	LA County	Roof Mount	6/15/2015	Completed	2	Completed	7/24/2015	8/5/2015
LAP0077	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90033	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	5	Completed	7/31/2015	8/5/2015
LAP00VW	Devonshire Area Station	City of Los Angeles Police Dept	10250 Etiwanda Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	1/27/2014	-
LAP0FTH	Foothill Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pasadena	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	1	Completed	12/2/2014	-
LAP0HLB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	3	Completed	12/17/2014	-
LAP0HWD	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	1/28/2015	Restart 7/13/2015
LAP0MIS	Mission Area Station	City of Los Angeles Police Dept	11221 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	1/28/2015	-
LAP0NED	North Area Station	City of Los Angeles Police Dept	3153 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	1	Completed	12/17/2014	-
LAP0NHD	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	3	Completed	1/26/2015	Restart 7/16/2015
LAP0NWT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	2	Completed	12/2/2014	-
LAP0OLY	Olympic Area Station	City of Los Angeles Police Dept	1310 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	2	Completed	12/2/2014	-
LAP0RAM	Rampart Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	1/8/2015	-
LAP0TOP	Topanga Area Station	City of Los Angeles Police Dept	21501 Schoonborn St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	1/28/2015	-
LAP0VNS	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	3	Completed	8/4/2015	8/14/2015
LAP0WIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	2	Completed	1/26/2015	-
LAP0WLA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	7/6/2015	7/9/2015
LAP0WVD	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	3	Completed	12/4/2014	6/18/2015
SEP	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	2	Completed	12/17/2014	-
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	2	Completed	6/15/2015	-
LAP0001	LA Maritime Law Enforcement Training Center (MAETC)	City of Los Angeles Harbor Police Dept	300 E Water St	Wilmington	90744	City of Los Angeles Harbor Dept	City of Los Angeles Harbor Dept	70 Monopole	8/13/2015	8/13/2015	4	8/17/2015	8/24/2015	-
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	Completed	5	Completed	6/1/2015	6/25/2015
LAS0ALD	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70 Monopole	Completed	Completed	5	Completed	12/22/2014	-
LAS0CSN	Carson	LA County Sheriff's Dept	21356 S Avalon Blvd	Carson	90745	Carson	LA County	70 Monopole	Completed	Completed	2	Completed	5/27/2015	Restart 7/13/2015
LAS0DIT	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70 Monopole/Flagpole	Completed	Completed	1	Completed	1/15/2015	-
LAS0LUD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90712	Lakewood	LA County	70 Monopole	Completed	Completed	4	Completed	5/27/2015	-
LAS0LXK	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Ingewood	90304	County	LA County	70 Monopole	Completed	Completed	2	Completed	1/29/2015	-
LAS0NCC	North County Correctional Facility	LA County Sheriff's Dept	29440 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	3/20/2015	-
LAS0NWK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70 Monopole	Completed	Completed	4	Completed	5/12/2015	-
LAS0PVR	Pico Rivera	LA County Sheriff's Dept	6631 Passions Blvd	Pico Rivera	90660	Pico Rivera	LA County	70 Monopole/Palm	Completed	Completed	1	Completed	7/22/2015	Restart 8/5/2015
LAS0SCV	Santa Clarita Valley	LA County Sheriff's Dept	23740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70 Monopole/Flagpole	Completed	Completed	5	Completed	2/16/2015	6/16/2015
LAS0SDM	San Dimas	LA County Sheriff's Dept	270 S Walnut Ave	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	7/16/2015	7/16/2015
LAS0TEM	Temple	LA County Sheriff's Dept	8838 E Las Tunas Dr	Temple City	91780	Temple City	LA County	70 Monopole	Completed	Completed	5	Completed	3/5/2015	7/20/2015
LBEO01(N)	FS 12(N)	City of Long Beach Fire Dept	1199 E Artesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	7/21/2015	7/21/2015
LBPDHQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	Completed	8/4/2015	8/11/2015
LDPW243	Aqueduct Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70 Monopole	7/20/2015	Completed	3	Completed	8/12/2015	8/17/2015
LUS	Lost Hills/Malibu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (Infratell)	Completed	Completed	3	Completed	6/26/2015	-
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N 60th West	Lancaster	93536	Lancaster	LA County	70 Monopole	Completed	Completed	5	Completed	3/19/2015	-
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	91311	LA County	LA County	70 Monopole	Completed	Completed	5	Completed	7/1/2015	8/11/2015
PASAO01	Goodrich	City of Pasadena	Avocado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	5/15/2015	7/16/2015	7/24/2015
PASDNPD	Pasadena Police	City of Pasadena Police Dept	240 Ramona St	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	EA-1 Site	7/8/2015	8/11/2015

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PSBN SITES  
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**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCEART – SCE Extra Space Storage

10753 Artesia Blvd

Cerritos, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LA-RICS LTE COW PROJECT
TITLE: SCEART TITLE SHEET
DATE: 4/29/2015
DRAWN BY: CHAR CASTILLO

SHEET T1

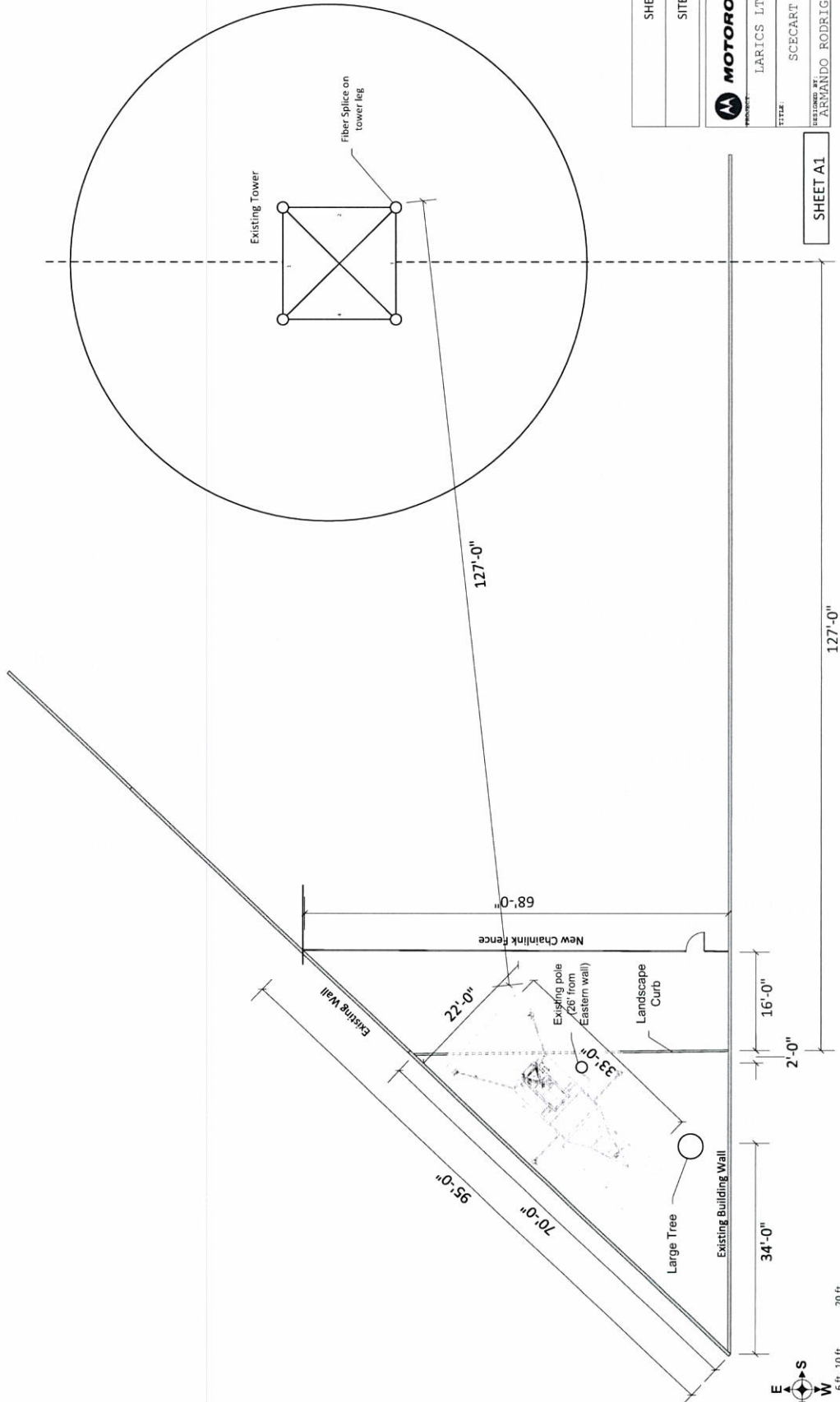
8 7 6 5 4 3 ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED



NOTES:

1. One and a half existing parking lot spaces required by the new COW fenced area
2. SCE to provide power location

**SCECART - Extra Space Storage**  
**Verizon Caruthers Cell site adjacent SCE Transmission Tower M3 T5 Del Amo - Center**  
**10753 Artesia Blvd., Cerritos, CA**  
**33°52'28.70"N - 118°6'22.28"W**



SHEET TITLE:	
SITE LAYOUT	
<b>MOTOROLA SOLUTIONS</b>	
LARICS LTE COW PROJECT	
TITLE:	
DESIGNED BY:	ARVANDO RODRIGUEZ
DATE:	6/19/2015

**SHEET A1**

ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED

# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)

## **Attachment 4 Generator Requirements**

### **General Requirements**

Licensee shall use only diesel generator/fuel tank combinations that have received a UL-2200 and UL-142 listing, with double walled fuel storage no greater than 55 gallons. The diesel engine shall conform to EPA Tier 1 non-road emission regulations.

The electrical generator operation sound level shall meet all local municipal and OSHA requirements. Noise surveys and studies are required for each cell site in areas near employees, and in residential and commercial areas. Noise abatement and mitigation measures recommended by the studies shall be implemented by Licensee. Licensee shall install sound enclosures, as required, to meet this criteria.

Testing of the diesel generator shall be limited to less than 30 minutes per month.

The emergency generator electrical system shall not parallel with the SCE utility system.

**Parking:** Other than as required during installation, repair and maintenance of the generator, Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the SCE's Property unless specifically approved in writing by SCE

**Refueling.** Licensee shall install a grounding system at the fuel truck parking location. Fuel trucks shall be properly grounded for safe refueling operations in the vicinity of high voltage conductors and equipment. If used, diesel fuel trucks on SCE right of ways are to be limited to a size not to exceed 250 gallons.

**Flammables, Waste and Nuisances:** Except as permitted under the Use Requirements attached herein," Licensee will not, nor allow others to, place or store any flammable or waste materials on the SCE's Property or commit any waste or damage to SCE's Property or allow any to be done. Licensee will keep SCE's Property clean, free from weeds, rubbish and debris, and in a condition reasonably satisfactory to SCE. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances.

**Pesticides and Herbicides:** Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

**Hazardous Waste:** Licensee will not engage in, or permit any other party to engage in, any activity on SCE's Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee will defend, indemnify and hold SCE, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or its agents, employees or contractors. Licensee shall immediately notify SCE (the "Licensee's Notice") in the event of a hazardous materials spill at SCE's Property. SCE shall have the right, upon written notice to Licensee (the "SCE's Notice") within a reasonable period of time given the circumstances following Licensee's Notice (but in no event, later than ten (10) days after SCE's receipt of Licensee's



Notice), to elect to perform the cleanup. However, in the event it is necessary for the cleanup to be performed within time frames shorter than that provided in the preceding sentence, or in order to prevent or to cure any immediate threat to health or public safety, SCE shall respond within twenty four (24) hours of its receipt of the Licensee's Notice. If SCE does not elect to perform the cleanup (or fails to respond to the Licensee's Notice), then Licensee shall be solely responsible to perform the cleanup (including the handling of any governmental required reporting and follow up monitoring or testing) at Licensee's sole expense. All cleanup shall be performed, at a minimum, to the extent of the minimum required regulatory standard and within the time frame required at law and/or by any regulatory agency. If SCE elects to perform the cleanup, Licensee shall reimburse SCE for the reasonable cost of the cleanup of the spill following the completion of the cleanup. All cleanup efforts shall be performed by a licensed contractor in good standing with the regulating agencies. Licensee's contractor for any cleanup performed by Licensee shall be subject to the approval of SCE, which approval shall not be unreasonably withheld, conditioned or delayed. Following the cleanup, the responsible party shall provide the other party with a summary report of the cleanup, including pre and post cleanup photos, sampling data and all waste manifests. The party performing the cleanup shall be responsible for any governmental required reporting and follow up monitoring or testing. Nothing in this section shall prohibit the party not responsible for the cleanup from reasonably participating in the cleanup.

#### **ADDITIONAL REQUIREMENTS FOR TRANSMISSION INSTALLATIONS:**

For installations away from towers: A minimum 50' or 100' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

For installations under towers: A minimum 2' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

#### **APPROVALS**

Each proposed installation will be reviewed and approved by SCE before the Licensee seeks any local, municipal, AQMD or other required approvals. Such review shall include a job walk of each proposed site by SCE and Licensee.

Licensee shall have the sole responsibility to apply for, obtain and maintain all local, municipal, AQMD or other required approvals.

Licensee shall file for all locally required Business Emergency Plans before the start of construction with the appropriate Certified Unified Programming Agency to cover disclosure of chemicals such as battery acid and diesel fuel.

Licensee shall provide the following to SCE for SCE's review and approval before SCE will issue the notice to proceed with construction:

- (i) all local, municipal, AQMD or other required approvals;
- (ii) a revised one-line diagram (showing the emergency generator, transfer switch, etc.). The transfer switch shall be of the double-throw, interlocked design (break-before-make contacts);
- (iii) electrical-engineer-stamped copies of the updated and/or revised (as the case may be) facility grounding study. The grounding system shall include the configuration and size of the grounding conductor and meet all applicable requirements for the safe and proper operation of equipment in a high voltage electrical facility. All grounding drawings shall reference the ground potential rise study used to design the grounding plan. A grounding study for an existing cell site being revised, shall show all grounding installed for the initial cell site along with the proposed modifications; and

## **AGENDA ITEM M - ENCLOSURE**



(iv) an environmental disturbance study.

Once SCE has approved the installation and issued the notice to proceed with construction, Licensee shall not make any modifications or alterations to the installation without SCE's prior written approval.

## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of September 9, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Hawthorne, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCENIDO – SCE Lawndale Substation, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other

tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.


(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.



**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

A California Joint Powers Authority

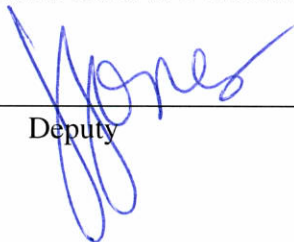
By: 

Print Name: PATRICK J. MAUN

Its: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: LOUISE M. WHEELER

Its: 9-9-2015  
contracts manager



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrastr. Complete
1	2	3	4	5	7			36						
ACPD001	ARCADIA PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	Completed	4/9/2015	-
AZPD001	ATUZA PD	City of Atascadero Police Dept	725 N Alameda Ave	Atascadero	91702	Atascadero	City of Atascadero	70' Monopole/Palm	Completed	Completed	1	Completed	7/14/2015	7/14/2015
BMT	Bald Mountain	LA County SO	48811 Ridge Route Rd	Gorman	91536	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	6/25/2015	7/7/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	Completed	7/26/2015	(6/10/2015) Negative Work Only
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lywood	90262	Lywood	LA County	Roof Mount	Completed	Completed	2	Completed	3/4/2015	8/1/2015
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	Completed	Completed	1	Completed	6/10/2015	Restat 7/29/2015
CPFD004	F5 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton, Redevelopment Agency	70' Monopole	Completed	Completed	2	Completed	7/9/2015	7/14/2015
ELMNTPD	El Monte PD	City of El Monte Police Dept	13333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pine	Completed	Completed	1	Completed	7/7/2015	7/15/2015
FCF	FCF - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90063	LA County	LA County	Use Ex Ant Structure	Completed	Completed	4	Completed	8/4/2015	(6/18/2015)
F55	F5 5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	7/22/2015	7/22/2015
GARD003	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	8/1/2015
LACHAR	LAC/Harbor+UCLA Medical Ctr	LA County Hospital	1000 W Carson St	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	2	6/17/2015	7/28/2015	(6/11/2015)
LACOLV	LAC/Oliveview+UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	5	6/17/2015	7/28/2015	(6/11/2015)
LACUSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	1	6/17/2015	7/17/2015	(6/11/2015)
LAPD077	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90003	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(2)/(9)	Completed	7/24/2015	8/5/2015
LAPDDNV	Devonshire Area Station	City of Los Angeles Police Dept	10250 Etowanda St	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(5)/(12)	Completed	7/31/2015	8/5/2015
LAPDFTH	Foothill Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pasadena	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	12/27/2014	-
LAPDHLB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(14)/(1)	Completed	12/27/2014	-
LAPDHWD	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(4)	Completed	12/17/2014	-
LAPDMS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	1/28/2015	Restat 7/13/2015
LAPDNE	Northeast Area Station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(13)	Completed	12/17/2014	-
LAPDNHD	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(2)	Completed	1/26/2015	Restat 7/16/2015
LAPDNWT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(9)	Completed	1/27/2015	-
LAPDOVL	Olympic Area Station	City of Los Angeles Police Dept	1130 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(2)/(1)	Completed	12/4/2014	-
LAPDRAM	Ramona Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(1)	Completed	1/8/2015	-
LAPDTPD	Tongva Area Station	City of Los Angeles Police Dept	21501 Schoenberg St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(5)/(3)	Completed	1/28/2015	-
LAPDUNS	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(3)/(6)	Completed	8/4/2015	(8/14/2015)
LAPDWIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(10)	Completed	1/26/2015	-
LAPDWLA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(11)	Completed	7/6/2015	7/9/2015
LAPDWVD	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(3)	Completed	12/4/2014	6/18/2015
SEP	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(8)	Completed	12/17/2014	-
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(10)	Completed	6/15/2015	-
LAPDPO1	LA Maritime Law Enforcement	City of Los Angeles Harbor Police	300 E Water St	Wilmington	90744	City of Los Angeles Harbor Dept	City of Los Angeles Harbor Dept	70' Monopole	(8/13/2015)	(8/13/2015)	4	(8/17/2015)	(6/2/2015)	-
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LAPDPO1	LA Maritime Law Enforcement	City of Los Angeles Harbor Police	300 E											



# Attachment 1

PSBN SITES  
Sorted by

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**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCELNIDO – SCE Lawndale Substation  
Marine Avenue/Redondo Beach Avenue  
Hawthorne, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

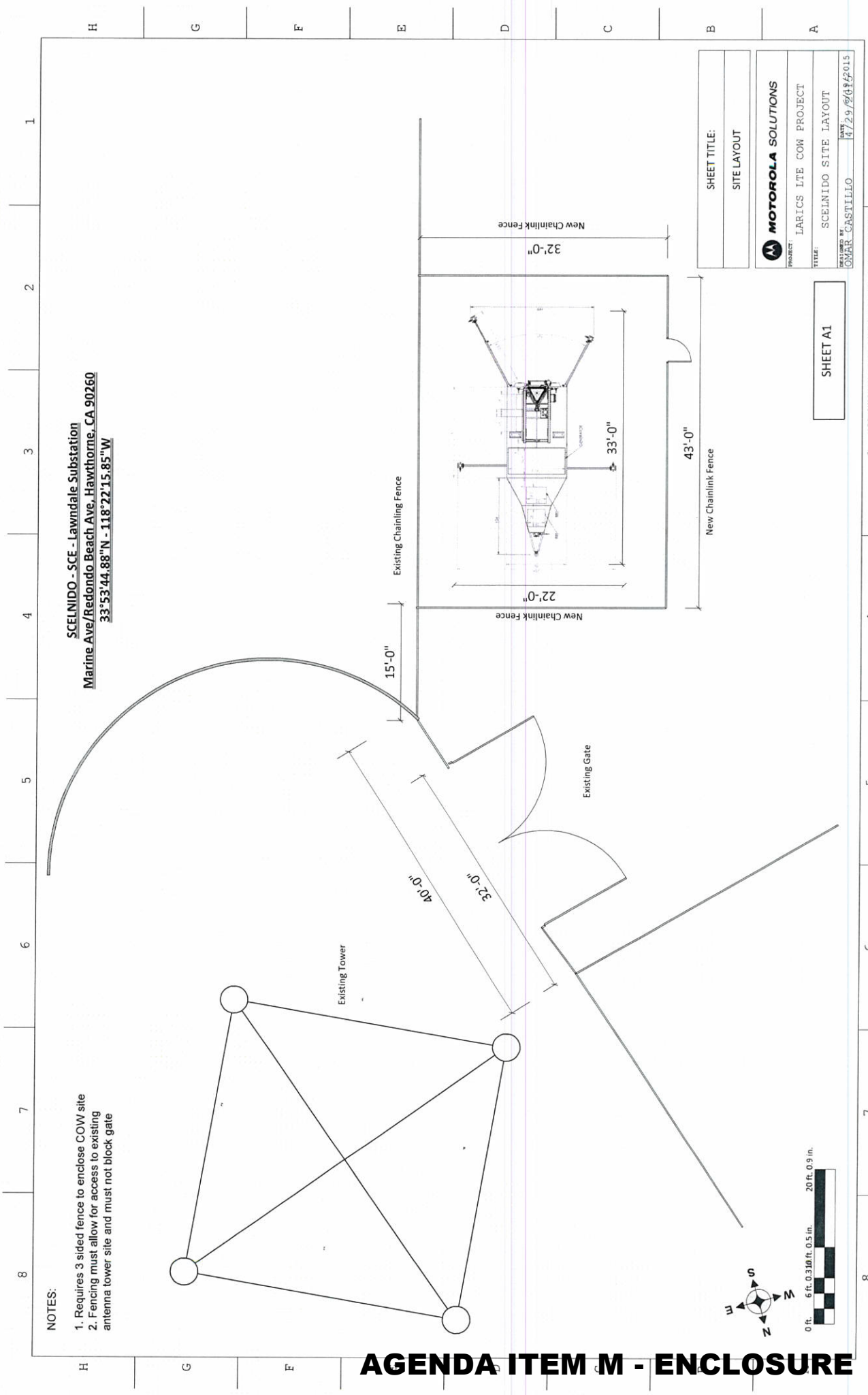
SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LARICS LTE COW PROJECT
TITLE: SCELNIDO TITLE SHEET
DESIGNED BY: OMAR CASTILLO DATE: 4/29/2015

SHEET T1

ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED





NOTES:

1. Requires 3 sided fence to enclose COW site
2. Fencing must allow for access to existing antenna tower site and must not block gate

**SCELNIDO - SCE - Lawndale Substation**  
**Marine Ave/Redondo Beach Ave, Hawthorne, CA 90260**  
**33°53'44.88"N - 118°22'15.85"W**

SHEET TITLE: SITE LAYOUT	
<b>MOTOROLA SOLUTIONS</b>	PROJECT: LARICS LTE COW PROJECT
TITLE: SCELNIDO SITE LAYOUT	DESIGNED BY: OMAR CASTILLO
DATE: 4/29/2015	

**SHEET A1**

# AGENDA ITEM M - ENCLOSURE

# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)

## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of September 7, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Bell Gardens, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCENLGNBL – SCE Laguna Bell Substation, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other



tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

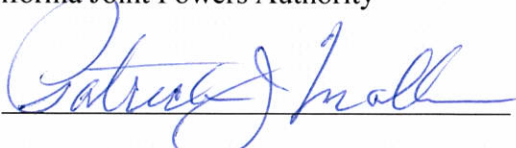
(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

A California Joint Powers Authority

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



Print Name: PATRICK J. MALLON

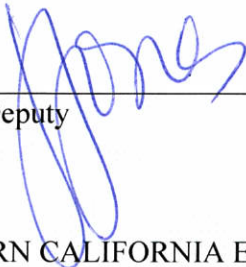
Its: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

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

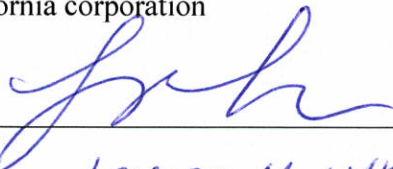
Deputy



SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

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



Print Name: LOUISE M. WHEELER

Its: 9-9-15  
Contracts manager



PSBN SITES  
Sorted by

## AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7									
PHN	Puente Hills	LA County ISD	Near Vantage Point Dr	Rowland Heights	91748	LA County	LA County	Use Ex Ant Structure	Completed	Completed	4	7/17/2015	(8/6/2015)	(8/12/2015)
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	93550	Palmdale	LA County	Use Ex Ant Structure	Completed	Completed	5	5/27/2015	6/17/2015	-
RANCHO	LAC/Rancho Los Amigos Natl. Hosp.	LA County Hospital	7601 E Imperial Hwy	Downey	90242	City of Downey	LA County	Roof Mount	Completed	Completed	4	Completed	6/19/2015	-
SOW	San Dimas	LA County	310 Via Blanca	San Dimas	91773	City of San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	7/21/2015 EA-2 Site	(8/6/2015)	(8/17/2015)
SLA	South LA	LA County Sheriff's Dept	1310 W. Imperial Hwy	Los Angeles	90044	County	LA County	Use Ex Ant Structure	Completed	Completed	2	Completed	7/9/2015	-
VEDD001	FS 1	City of Vernon Fire Dept	3375 Fruitland Ave	Vernon	90058	Vernon	City of Vernon	70' Monopole	Completed	Completed	1	Completed	1/22/2015	-
VEDD003	FS 3	City of Vernon Fire Dept	2800 Soto Street	Vernon	90058	Vernon	City of Vernon	70' Monopole	Completed	Completed	1	Completed	1/22/2015	-
VPC	Verdugo Peak	City of Los Angeles	Verdugo Mountain Way	Glendale	91208	City of Glendale	LA County, Power by Glendale Dept. Water & Power	Use Ex Ant Structure	Completed	Completed	5	Completed	7/28/2015	7/29/2015
WAL	Walnut/Diamond Bar	LA County Sheriff's Dept	21695 E. Valley Blvd	Walnut	91789	Walnut	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	6/17/2015	Restart 7/15/2015
WHD	West Hollywood	LA County Sheriff's Dept	720 N San Vicente Blvd	West Hollywood	90069	West Hollywood	LA County	70' Monopole	Completed	Completed	3	Completed	6/15/2015	-
CHPNWHLL	CHP Newhall Area Station	California Highway Patrol	28648 The Old Road	Santa Clarita	91355	City of Santa Clarita	State of California	Cell-On-Wheel (COW)	Completed	Completed	5			
CHPNVLLY	CHP West Valley Station	California Highway Patrol	5825 De Soto Ave.	Woodland Hills	91367	City of Woodland Hills	State of California	Cell-On-Wheel (COW)	Completed	Completed	5			(5/13)
BLRD2PW	Blue Rock 2 Dept. of Public Works	LA County Dept. of Public Works - Water Works	44550 175th St E	Unincorp.	93535	City of Lancaster	LA County	Cell-On-Wheel (COW)	Completed	Completed	5			
LADPW38	Dept. of Public Works Pump Station 38	LA County Dept. of Public Works - Water Works	39750 163rd Street E	Unincorp.	93591	Lake Los Angeles	LA County	Cell-On-Wheel (COW)	Completed	Completed	5			
LASDMVS	LASD Monte Vista (Star Center)	LA County Sheriff Dept	11515 Collins Rd.	Unincorp.	90604	City of Whittier	LA County	Cell-On-Wheel (COW)	Completed	Completed	4			
SECCART	SCE - Extra Space Storage (Caruthers Self Storage)	SCE	10753 Artesia Blvd.	Cerritos	90703		SCE	Cell-On-Wheel (COW)			4			
CELLINDO	SCE - El Nido Substation	SCE	Marine Ave/Ricardo Beach Ave	Hawthorne	90250		SCE	Cell-On-Wheel (COW)			2			
CELLGNBL	SCE - Laguna Bell Substation	SCE	6420 Garfield Ave	Commerce	90201		SCE	Cell-On-Wheel (COW)			1			
CELLMADR	SCE - Madonna Substation	SCE	21760 Madonna Ave	Torrance	90503		SCE	Cell-On-Wheel (COW)			4			
CELLMERC	SCE - Merced Sub	SCE	1347 S Azusa Ave	West Covina	91791		SCE	Cell-On-Wheel (COW)			1			
CELLMESA	SCE - Mesa Substation	SCE	700 Potrero Grande Dr	Monterey Park	91755		SCE	Cell-On-Wheel (COW)			1			
CELLMNRV	SCE - Monrovia Service Center	SCE	1440 S California Ave	Monrovia	91016		SCE	Cell-On-Wheel (COW)			5			
CELLMARGO	SCE - Marengo Work Center	SCE	329 S Raymond Ave	Alhambra	91803		SCE	Cell-On-Wheel (COW)			5			
CELLONG	SCE - Long Beach Self Storage	SCE	E 208th St	Long Beach	90810		SCE	Cell-On-Wheel (COW)			4			
CELLSTUD	SCE - Studebaker Self Storage	SCE	698 Studebaker Road	Long Beach	90803		SCE	Cell-On-Wheel (COW)			4			
PSBN LTE SITES														
78	Total Sites (Includes 2 MW sites & 15 COWs)													
PSBN LTE SITES DROPPED														
BGP0001	Bell Gardens PD	City of Bell Gardens Police Dept	7100 Garfield Ave	Bell Gardens	90201	Bell Gardens	City of Bell Gardens	70' Monopole				Site dropped per City of Bell Gardens request.		
BHR	Beverly Hills Reinforced Drive	City of Beverly Hills	464 N Reinford Dr	Beverly Hills	90210	Beverly Hills	City of Beverly Hills	Roof Mount				Site dropped per City of Beverly Hills request.		
BURPD01	Burbank PD	City of Burbank Police Dept	200 North 3rd Street	Burbank	91502	Burbank PD	City of Burbank	Roof Mount				Site dropped per Authority/City request.		
LAP0PAC	Pacific Area Station	City of Los Angeles Police Dept	12312 Culver Blvd	Los Angeles	90066	City of Los Angeles	City of Los Angeles	70' Monopole				Site dropped per City of Los Angeles request.		
LASOCVS	Crescenta Valley	LA County Sheriff's Dept	4554 Briggs Ave	La Crescenta	91214	LA County	LA County	45' Monopole				Site dropped per County Board of Supervisor request.		
LBECOC	Long Beach Emergency Comm & Op Center	City of Long Beach Fire Dept	2990 Redondo Ave	Long Beach	90806	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed			Site dropped per City of Long Beach request.		
MOR	Mount Olivet Reservoir	City of Santa Monica	945 Franklin St	Santa Monica	90403	City of Santa Monica	City of Santa Monica	Use Ex Ant Structure				Site dropped per City of Santa Monica request.		

AGENDA ITEM M - ENCLOSURE

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**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCELG NBL – SCE Laguna Bell substation  
6420 Gage Ave  
Bell Gardens, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LARICS LTE COW PROJECT
TITLE: SCELG NBL TITLE SHEET
DESIGNED BY: OMAR CASTILLO
DATE: 4/29/2015

SHEET T1

3 ORIGINAL DOCUMENT SIZE IS 11x17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED

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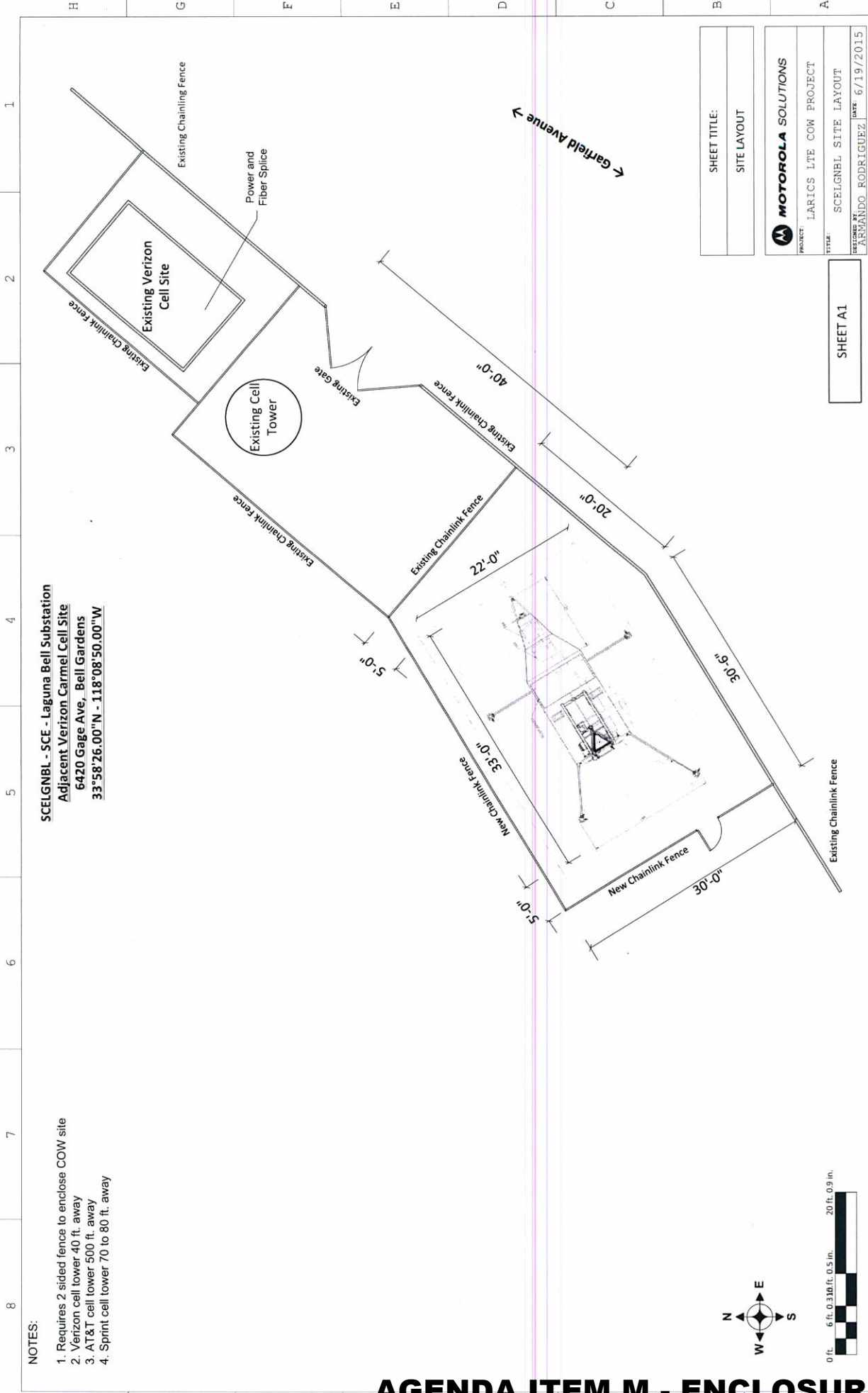
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**SCELG NBL - SCE - Laguna Bell Substation**  
 Adjacent Verizon Carmel Cell Site  
 6420 Gage Ave., Bell Gardens  
 33°58'26.00"N - 118°08'50.00"W

- NOTES:**
1. Requires 2 sided fence to enclose COW site
  2. Verizon cell tower 40 ft. away
  3. AT&T cell tower 500 ft. away
  4. Sprint cell tower 70 to 80 ft. away

SHEET TITLE:	SITE LAYOUT
PROJECT:	LARICS LTE COW PROJECT
TITLE:	SCELG NBL SITE LAYOUT
DESIGNED BY:	ARMANDO RODRIGUEZ
DATE:	6/19/2015

**SHEET A1**

3 ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
 IS NOT GUARANTEED IF REDUCED OR ENLARGED

# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)

## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of August 13, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Torrance, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCEMADR – SCE Madrona Substation, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other

tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.



IN WITNESS WHEREOF, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

A California Joint Powers Authority

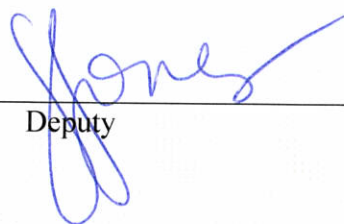
By: 

Print Name: PATRICK J. MALLON

Its: EXECUTIVE DIRECTOR

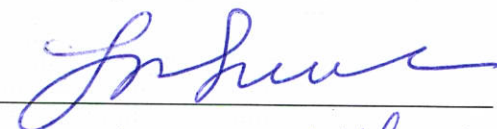
APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler

Its: manager, contracts + finance



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval	SAA (Forecast)	County/City District Jurisdiction	Building Permit Substantial (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrastr. Complete
1	2	3	4	5	7	36								
AKCPD001	ARCADIA PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91027	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	Completed	4/9/2015	-
ADPD001	AUSA PD	City of AUSA Police Dept	725 N Alameda Ave	AUSA	91702	AUSA	City of AUSA	70' Monopole/Palm	Completed	Completed	1	Completed	7/12/2015	7/14/2015
BMT	Bald Mountain	LA County ISO	48811 Ridge Route Rd	Gorman	91536	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	6/25/2015	7/7/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	Completed	7/28/2015	(8/10/2015) Nighttime Work Only
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lynwood	90262	Lynwood	LA County	70' Monopole	Completed	Completed	2	Completed	3/4/2015	7/25/2015
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	Completed	Completed	1	Completed	6/10/2015	Restat 7/25/2015
CFTFD004	F5.4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton, Redesignment Agency	70' Monopole	Completed	Completed	2	Completed	7/9/2015	7/14/2015
ELMNTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pine	Completed	Completed	1	Completed	7/7/2015	7/15/2015
FCC	FCC - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90068	LA County	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	8/4/2015	(8/16/2015)
F55	F5.5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	7/22/2015	7/22/2015
GAD0001	Gardena	City of Gardena	1700 West 161st St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	8/3/2015
LACIAR	LAC/Harbor+UCLA Medical Ctr	LA County Hospital	1000 W Carson St	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	6/15/2015	6/15/2015	2	Completed	7/28/2015	(8/11/2015)
LACOLV	LAC/Oliveview+UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	6/15/2015	6/15/2015	1	Completed	7/17/2015	(8/11/2015)
LACUSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHPD	LA County	Roof Mount	6/15/2015	6/15/2015	1	Completed	7/17/2015	(8/11/2015)
LAPD077	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90003	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(2)/(9)	Completed	7/24/2015	8/5/2015
LAPDDNV	Devanshire Area Station	City of Los Angeles Police Dept	10250 Etiwanda Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(5)/(12)	Completed	7/31/2015	8/5/2015
LAPDFTH	Foothill Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pacoima	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	1/27/2015	-
LAPDHLB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(14)/(1)	Completed	1/27/2014	-
LAPDHW	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(4)	Completed	12/17/2014	-
LAPDMS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	1/28/2015	Restat 7/13/2015
LAPDNE	Northeast Area Station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(13)	Completed	12/17/2014	-
LAPDNDH	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(2)	Completed	1/26/2015	Restat 7/16/2015
LAPDNT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(9)	Completed	1/27/2015	-
LAPDOLY	Olympic Area Station	City of Los Angeles Police Dept	1300 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(2)/(1)	Completed	1/24/2014	-
LAPDPRM	Ranpark Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(1)	Completed	1/8/2015	-
LAPDPTD	Topanga Area Station	City of Los Angeles Police Dept	21501 Schoonborn St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(5)/(3)	Completed	1/28/2015	-
LAPDVNS	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(3)/(6)	Completed	8/4/2015	(8/14/2015)
LAPDWIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(10)	Completed	1/26/2015	-
LAPDWLA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(11)	Completed	7/6/2015	7/9/2015
LAPDWV	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(3)	Completed	12/4/2014	6/18/2015
SEP	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(8)	Completed	12/17/2014	-
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(10)	Completed	6/15/2015	-
LAPD001	LA Maritime Law Enforcement Training Center (MAETC)	City of Los Angeles Harbor Police	300 E Water St	Wilmington	90744	City of Los Angeles Harbor Dept	City of Los Angeles Harbor Dept	70' Monopole	(8/13/2015)	(8/13/2015)	4	(8/17/2015)	(8/20/2015)	(8/21/2015)
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	Completed	5	6/1/2015	6/25/2015	-
LASOLD	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	12/22/2014	-
LASOCN	Carson	LA County Sheriff's Dept	21356 S Avalon Blvd	Carson	90745	Carson	LA County	70' Monopole	Completed	Completed	2	Completed	5/27/2015	Restat 7/13/2015
LASODI	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/Flagpole	Completed	Completed	1	Completed	1/15/2015	6/9/2015
LASOLD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90712	Lakewood	LA County	70' Monopole	Completed	Completed	4	Completed	5/27/2015	-
LASOLNK	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Ingewood	90304	County	LA County	70' Monopole	Completed	Completed	2	Completed	1/29/2015	-
LASONCC	North County Correctional Facility	LA County Sheriff's Dept	29440 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	3/20/2015	-
LASONWK	Norwalk	LA County Sheriff's Dept	13335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	Completed	Completed	4	Completed	5/17/2015	-
LASOPRV	Pico Rivera	LA County Sheriff's Dept	6631 Parsons Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	Completed	Completed	1	Completed	7/22/2015	Restat (8/2/2015)
LASOSCV	Santa Clarita Valley	LA County Sheriff's Dept	27740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole/Flagpole	Completed	Completed	5	Completed	2/16/2015	6/16/2015
LASOSDM	San Dimas	LA County Sheriff's Dept	270 S Walnut Ave	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	7/6/2015	7/16/2015
ASDTEM	Temple	LA County Sheriff's Dept	8838 E Las Tunas Dr	Temple City	91780	Temple City	LA County	70' Monopole	Completed	Completed	5	Completed	2/5/2015	7/20/2015
LAPD012(N)	F5.12(N)	City of Long Beach Fire Dept	1199 E Artesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	5/15/2015 EA-1 Site	7/21/2015	7/23/2015
LBDHQA	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	5/5/2015	8/4/2015	(8/11/2015)
LJWP243	Aurieduct Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	7/20/2015	Completed	3	7/31/2015 EA-2 Site	(8/12/2015)	(8/17/2015)
LHS	Lost Hills/Naillbu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (retrofit)	Completed	Completed	3	Completed	6/26/2015	-
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N. 60th West	Lancaster	93536	Lancaster	LA County	70' Monopole	Completed	Completed	5	Completed	3/19/2015	-
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	91311	LA County	LA County	70' Monopole	Completed	Completed	5	7/1/2015 EA-2 Site	7/17/2015	(8/11/2015) Gale Key Issue
PAS4001	Goodrich	City of Pasadena	Avocado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	5/15/2015	7/16/2015	7/24/2015
PAS0NPD	Pasadena Police	City of Pasadena Police Dept	240 Ramona St	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	7/8/2015	7/8/2015	(8/11/2015)

AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
Sorted by

1	2	3	4	5	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222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Attachment 2



**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCEMADR – SCE Madrona Substation  
21760 Madrona Avenue  
Torrance, CA

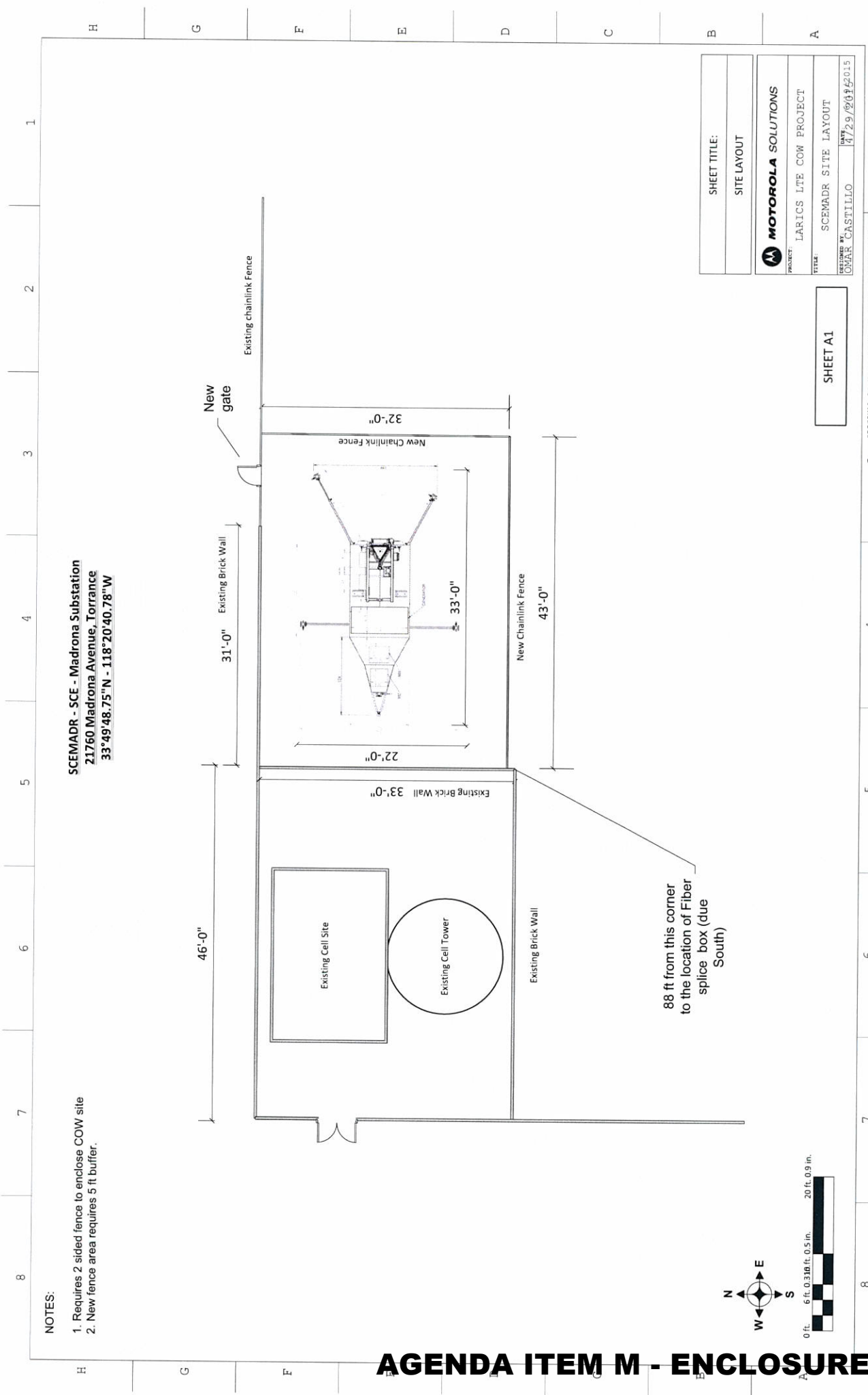
SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LA-RICS LTE COW PROJECT
TITLE: SCEMADR TITLE SHEET
DESIGNED BY: OMAR CASTILLO
CHECKED BY: [Signature]
DATE: 4/29/2015

SHEET T1

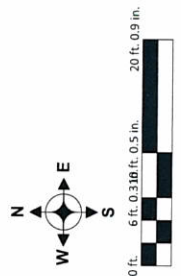
3 ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED



**NOTES:**

1. Requires 2 sided fence to enclose COW site
2. New fence area requires 5 ft buffer.

**SCEMADR - SCE - Madrona Substation**  
**21760 Madrona Avenue, Torrance**  
**33°49'48.75"N - 118°20'40.78"W**



SHEET TITLE:	
SITE LAYOUT	
<b>MOTOROLA SOLUTIONS</b>	
PROJECT:	LARICS LTE COW PROJECT
TITLE:	SCEMADR SITE LAYOUT
DESIGNED BY:	ONAR CASTILLO
DATE:	4/29/2015

**SHEET A1**

3 ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
 IS NOT GUARANTEED IF REDUCED OR ENLARGED



# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCENIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)

## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of *August 13*, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of West Covina, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCEMERC – SCE Merced Substation, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other

tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.


(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.



**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

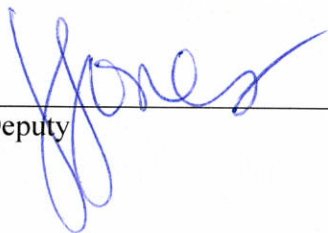
A California Joint Powers Authority

By: 

Print Name: PATRICK J. MALLON  
Its: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler  
Its: Manager, Finance & Contracts



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (forecast)	County/City Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7			36						
AKCPD001	Arcadia PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	Completed	4/9/2015	-
APDPO001	Arroyo PD	City of Arroyo Police Dept	725 N Alameda Ave	Arroyo	91702	Arroyo	City of Arroyo	70' Monopole/Palm	Completed	Completed	1	Completed	7/12/2015	7/14/2015
BMT	Bald Mountain	LA County SD	46811 Ridge Route Rd	Gorman	93536	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	6/21/2015	7/7/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	Completed	7/26/2015	(8/10/2015) Nighttime Work Only
CEW	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lywood	90262	Lywood	LA County	70' Monopole	Completed	Completed	2	Completed	3/4/2015	Restat 7/29/2015
CEM	Claremont Microwave Tower	City of Claremont Police Dept	1616 West Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	Completed	Completed	1	Completed	6/10/2015	Restat 7/29/2015
CFTEPD04	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton, Redevelopment Agency	70' Monopole	Completed	Completed	2	Completed	7/9/2015	7/14/2015
ELMNPDP	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pine	Completed	Completed	1	Completed	7/7/2015	7/14/2015
FCF	FCF - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90088	LA County	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	7/7/2015	7/14/2015
FSS	FSS	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	LA County	Use Ex Ant Structure	Completed	Completed	4	Completed	8/4/2015	(8/12/2015)
GARD0001	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	7/22/2015
LACHAR	LAC/Harbor-UCLA Medical Ctr	LA County Hospital	1000 W Carson St	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	2	Completed	7/22/2015	8/3/2015
LACOV	LAC/Oliveview-UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	5	6/17/2015	7/28/2015	(8/11/2015)
LACUHC	LAC/USC Medical Ctr	LA County Hospital	1200 N Broadway St	Los Angeles	90033	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	1	6/17/2015	7/17/2015	(8/1/2015)
LAPD007	77th Street Area Complex	City of Los Angeles Police Dept	7600 S State St	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(21/9)	Completed	7/24/2015	8/5/2015
LAPDDVN	Devonshire Area Station	City of Los Angeles Police Dept	10250 Etowanda Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(51/12)	Completed	7/31/2015	8/5/2015
LAPDTH	Foothill Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pasadena	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(31/7)	Completed	1/27/2014	-
LAPDHUB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90028	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(14/11)	Completed	12/2/2014	-
LAPDHWD	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(31/4)	Completed	12/17/2014	-
LAPDNMS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(31/7)	Completed	1/28/2015	Restat 7/13/2015
LAPDNED	Northeast Area Station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(11/13)	Completed	12/17/2014	-
LAPDNHD	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(31/2)	Completed	1/26/2015	Restat 7/16/2015
LAPDNWT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(21/9)	Completed	1/27/2015	-
LAPDOLY	Olympic Area Station	City of Los Angeles Police Dept	1130 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(21/1)	Completed	12/4/2014	-
LAPDRAM	Rancho Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(11/1)	Completed	1/8/2015	-
LAPDTP	Topanga Area Station	City of Los Angeles Police Dept	21501 Schoenberg St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(51/3)	Completed	1/28/2015	-
LAPDUNS	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(31/6)	Completed	8/4/2015	(8/14/2015)
LAPDWIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(21/10)	Completed	1/26/2015	-
APDWLA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(31/11)	Completed	7/6/2015	7/9/2015
APDWLA	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(31/3)	Completed	12/4/2014	6/18/2015
SEPD	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(21/8)	Completed	12/17/2014	-
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(21/10)	Completed	6/15/2015	-
LAPD001	LA Maritime Law Enforcement Training Center (MALETC)	City of Los Angeles Harbor Police	300 E Water St	Wilmington	90744	City of Los Angeles, Harbor Dept	City of Los Angeles, Harbor Dept	70' Monopole	(8/13/2015)	(8/13/2015)	4	(8/17/2015)	(8/24/2015)	-
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	Completed	5	6/12/2015	6/25/2015	-
ASDADL	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	12/22/2014	-
ASDCSN	Carson	LA County Sheriff's Dept	21356 S Avalon Blvd	Carson	90745	Carson	LA County	70' Monopole	Completed	Completed	2	Completed	5/27/2015	Restat 7/13/2015
ASDODI	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/Flagpole	Completed	Completed	1	Completed	1/15/2015	6/9/2015
ASDOLAD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90712	Lakewood	LA County	70' Monopole	Completed	Completed	4	Completed	5/27/2015	-
ASDOLBK	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Inglewood	90304	County	LA County	70' Monopole	Completed	Completed	2	Completed	1/29/2015	-
ASDNKCC	North County Correctional Facility	LA County Sheriff's Dept	29340 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	3/20/2015	-
ASDNWVK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	Completed	Completed	4	Completed	5/12/2015	-
ASDPVR	Pico Rivera	LA County Sheriff's Dept	6631 Passions Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	Completed	Completed	1	Completed	7/22/2015	Restat (8/9/2015)
ASDSCV	Santa Clarita Valley	LA County Sheriff's Dept	21740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole/Flagpole	Completed	Completed	5	Completed	2/16/2015	6/16/2015
ASDSDM	San Dimas	LA County Sheriff's Dept	270 S Walnut Ave	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	7/6/2015	7/16/2015
ASDTEM	Temple	LA County Sheriff's Dept	8838 E Las Tunas Dr	Temple City	91780	Temple City	LA County	70' Monopole	Completed	Completed	5	Completed	2/6/2015	7/20/2015
FD0021(N)	FS 124(N)	City of Long Beach Fire Dept	1199 E Artesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	5/15/2015	7/31/2015	7/31/2015
LPD0HQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	5/5/2015	8/4/2015	(8/11/2015)
DWP243	Aqueduct Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	7/20/2015	Completed	3	7/13/2015	(8/12/2015)	(8/17/2015)
LHS	Lost Hills/Mailbu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (retrd)	Completed	Completed	3	Completed	6/26/2015	-
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N. 60th West	Lancaster	93556	Lancaster	LA County	70' Monopole	Completed	Completed	5	Completed	3/19/2015	-
ONK	Out Mountain Mke	LA County	N 34.3260' W118.5867'	Chatsworth	91311	LA County	LA County	70' Monopole	Completed	Completed	5	7/1/2015	7/17/2015	(8/11/2015) Gate Key Issue
ASD4001	Goodrich	City of Pasadena	Avocado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	5/15/2015	7/16/2015	7/24/2015
PASDNP	Pasadena Police	City of Pasadena Police Dept	240 Ramon St	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	EA 1 Site/Native	7/8/2015	(8/11/2015)

AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
Sorted by

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Attachment 2



**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCEMERC – SCE-MERCED Substation  
1347 S Azusa Ave  
West Covina, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LA-RICS LITE COW PROJECT
TITLE: SCEMERC TITLE SHEET
DATE: 4/29/2015

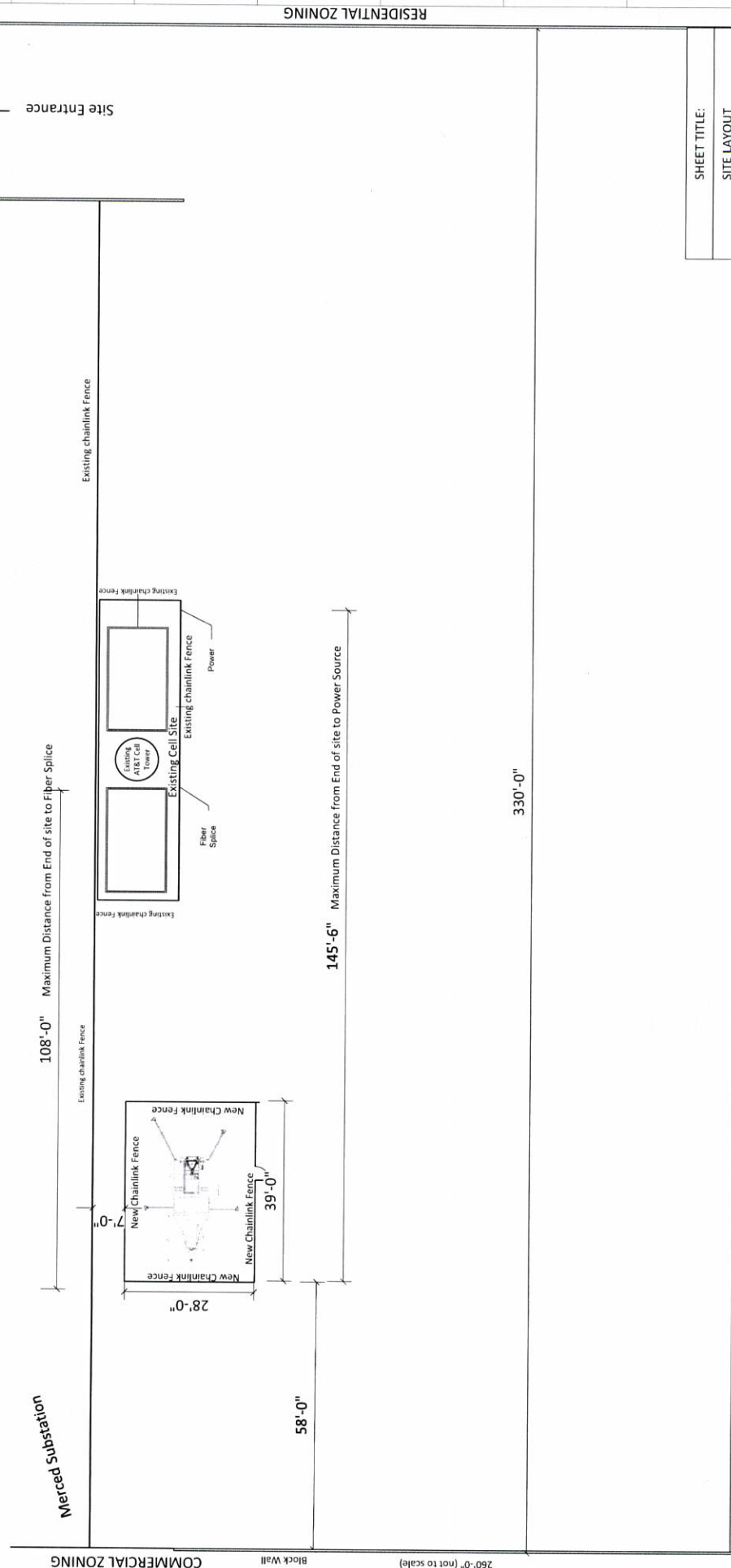
SHEET T1

3 ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED

NOTES:

1. Microwave dish on existing cell tower at 60° centerline with ~250 degree azimuth
2. 275 feet to residential area to the North

**SCEMERC - SCE Merced Sub**  
**1347 S Azusa Ave, West Covina**  
**34° 2'58.94"N - 117°54'24.27"W**



SHEET TITLE:  
 SITE LAYOUT

**MOTOROLA SOLUTIONS**  
 LARICS LTE COW PROJECT  
 SCEMERC SITE LAYOUT  
 RODRIGUEZ  
 DATE: 6/19/2015

**SHEET A1**



3 ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED



# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)



## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of August 13, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Monrovia, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCEMNRV – SCE Monrovia Service Center, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other

tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

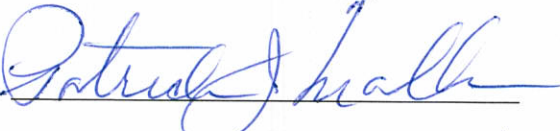
(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.



**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

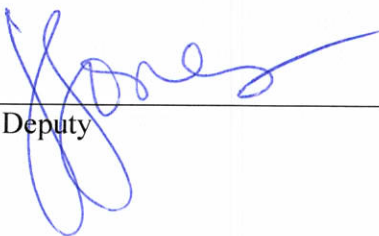
A California Joint Powers Authority

By: 

Print Name: PATRICK J. MALLON  
Its: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler  
Its: Manager, Contracts + Finance



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7			36					
AKFD001	ARCadia PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	Completed	4/9/2015
APD001	Asua PD	City of Asua Police Dept	725 N Alameda Ave	Asua	91702	Asua	City of Asua	70' Monopole/Palm	Completed	Completed	1	Completed	7/14/2015
BMT	Bald Mountain	LA County ISO	48411 Ridge Route Rd	German	93536	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	6/25/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	Completed	7/28/2015 (8/10/2015) Nightline Work Only
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lynwood	90262	Lynwood	LA County	70' Monopole	Completed	Completed	2	Completed	3/4/2015
CLM	Claremont Microwave Tower	City of Claremont Police Dept	3616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont Redevelopment Agency	Use Ex Ant Structure	Completed	Completed	1	Completed	6/10/2015
CPTFD04	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton	70' Monopole	Completed	Completed	2	Completed	7/9/2015
ELMTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pole	Completed	Completed	1	Completed	7/7/2015
FCFC	FCF - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90063	LA County	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	8/4/2015 (8/18/2015)
FS5	FS 5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	7/22/2015
GARD001	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	8/3/2015
LACJHR	LAC/JHR+UCLA Medical Ctr	LA County Hospital	1000 W Carsons St	Torrance	90502	LA County/OSHDP	LA County	Roof Mount	6/15/2015	7/28/2015	5	Completed	(8/1/2015)
LACOLV	LAC/Oliveview+UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHDP	LA County	Roof Mount	6/15/2015	7/17/2015	1	Completed	(8/1/2015)
LACUSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHDP	LA County	Roof Mount	Completed	Completed	1	Completed	7/17/2015
LAPD077	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90003	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(2)/9	Completed	7/24/2015
LAPD0VH	Deershire Area Station	City of Los Angeles Police Dept	10250 Etowanda Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(5)/12	Completed	8/5/2015
LAPDFTH	Football Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pasadena	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/7	Completed	12/7/2015
LAPDHLB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(14)/11	Completed	12/2/2014
LAPDHWD	Hollywood Area Station	City of Los Angeles Police Dept	358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/4	Completed	12/17/2014
LAPDMIS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/7	Completed	12/8/2015
LAPDNEH	Northeast Area Station	City of Los Angeles Police Dept	3553 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/13	Completed	12/17/2014
LAPDHND	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/2	Completed	12/6/2015
LAPDNTW	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/9	Completed	12/7/2015
LAPDOLV	Olympic Area Station	City of Los Angeles Police Dept	1310 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(2)/11	Completed	12/4/2014
LAPDRAA	Rampart Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/1	Completed	1/8/2015
LAPDTPD	Topanga Area Station	City of Los Angeles Police Dept	21501 Schoenborn St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(5)/3	Completed	12/8/2015
LAPDVNS	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(3)/6	Completed	8/4/2015
LAPDWIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/10	Completed	12/6/2015
LAPDWA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/11	Completed	7/6/2015
LAPDWVD	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/13	Completed	12/4/2014
SEP	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/8	Completed	12/17/2014
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/10	Completed	6/15/2015
LAPD001	LA Maritime Law Enforcement Training Center (MLETC)	City of Los Angeles Harbor Police	300 E Water St	Wilmington	90744	City of Los Angeles Harbor Dept	City of Los Angeles Harbor Dept	70' Monopole	(8/13/2015)	(8/20/2015)	4	Completed	(8/2/2015)
LAW	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	Completed	5	Completed	6/25/2015
LASDAD	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	12/22/2014
LASDCSN	Carson	LA County Sheriff's Dept	21356 S Avalon Blvd	Carson	90745	Carson	LA County	70' Monopole	Completed	Completed	2	Completed	5/27/2015
LASDIT	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/Flagpole	Completed	Completed	1	Completed	1/15/2015
LASDLD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90722	Lakewood	LA County	70' Monopole	Completed	Completed	4	Completed	5/27/2015
LASDJK	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Inglewood	90304	County	LA County	70' Monopole	Completed	Completed	2	Completed	12/9/2015
LASDKK	North County Correctional Facility	LA County Sheriff's Dept	29340 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	3/20/2015
LASDNWK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	Completed	Completed	4	Completed	5/12/2015
LASDPV	Pico Rivera	LA County Sheriff's Dept	6631 Passions Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	Completed	Completed	1	Completed	7/22/2015
LASDSCV	Santa Clarita Valley	LA County Sheriff's Dept	23740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole/Flagpole	Completed	Completed	5	Completed	6/16/2015
LASDDM	San Dimas	LA County Sheriff's Dept	270 S Walnut Ave	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	7/6/2015
LASDTEM	Temple	LA County Sheriff's Dept	8838 E Las Tunas Dr	Temple City	91780	Temple City	LA County	70' Monopole	Completed	Completed	5	Completed	2/5/2015
LBD021(N)	FS 12(N)	City of Long Beach Fire Dept	1199 E Artesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	Completed	5/15/2015
LBD1HQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	Completed	7/21/2015
LBD1HQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	Completed	8/4/2015
LDPW243	Atwood Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	7/20/2015	Completed	3	Completed	7/31/2015 EA-2 Site (8/17/2015)
LHS	Lost Hills/Malibu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (retrofit)	Completed	Completed	3	Completed	6/26/2015 EA-2 Site
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N 10th West	Lancaster	93536	Lancaster	LA County	70' Monopole	Completed	Completed	5	Completed	3/19/2015
ONK	Oat Mountain Nike	LA County	N 34 3360' W118 5867"	Chatsworth	91311	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	7/1/2015 (8/11/2015) Gate Key Issue
PASAK001	Goodrich	City of Pasadena	Arcoate Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	Completed	5/15/2015
PASDNDP	Pasadena Police	City of Pasadena Police Dept	240 Ramona St	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	Completed	7/8/2015 EA-1 Site/Native

AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7			36						
PHN	Puente Hills	LA County ISO	Near Vantage Point Dr	Rowland Heights	91748	LA County	LA County	Use Ex Ant Structure	Completed	Coordinate access with Rowland Water	4	7/17/2015	(6/6/2015)	(8/12/2015)
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	93550	Palmdale	LA County	Use Ex Ant Structure	Completed	Completed	5	5/27/2015	6/17/2015	-
RANCHO	LA/Jonico Los Amigos Natl. Arch	LA County Hospital	7601 E Imperial Hwy	Downey	90242	City of Downey	LA County	Roof Mount	Completed	Completed	4	Completed	6/19/2015	-
SDW	San Dimas	LA County	310 Via Blanca	San Dimas	91773	City of San Dimas	LA County	Use Ex Ant Structure	Completed	Need Access Agreement w/ Bel Virease - IOA	5	7/21/2015 EA 2 Site	(6/6/2015)	(8/17/2015)
SJA	South LA	LA County Sheriff's Dept	3310 W. Imperial Hwy	Los Angeles	90044	County	LA County	Use Ex Ant Structure	Completed	Completed	2	Completed	7/9/2015	-
VFD001	FS 1	City of Vernon Fire Dept	3375 Fruitland Ave	Vernon	90058	Vernon	City of Vernon	70' Monopole	Completed	Completed	1	Completed	1/22/2015	-
VFD003	FS 3	City of Vernon Fire Dept	2805 Soto Street	Vernon	90058	Vernon	City of Vernon	70' Monopole	Completed	Completed	1	Completed	1/22/2015	-
VPC	Virdulgo Peak	City of Los Angeles	Virdulgo Mountain Way	Glendale	91208	City of Glendale	LA County Power by Glendale Dept. Water & Power	Use Ex Ant Structure	Completed	Completed	5	Completed	7/28/2015	7/29/2015
WAL	Walnut/Diamond Bar	LA County Sheriff's Dept	21095 E. Valley Blvd	Walnut	91789	Walnut	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	6/17/2015	Restart 7/15/2015
WHD	West Hollywood	LA County Sheriff's Dept	720 N San Vicente Blvd	West Hollywood	90069	West Hollywood	LA County	70' Monopole	Completed	Completed	3	Completed	6/15/2015	-
CIPNWHIL	CHP Newhall Area Station	California Highway Patrol	28648 The Old Road	Santa Clarita	91355	City of Santa Clarita	State of California	Cell On-Wheel (COW)	Completed	Completed	5	Completed	6/15/2015	-
CIPWVLY	CHP West Valley Station	California Highway Patrol	5825 De Soto Ave.	Woodland Hills	91367	City of Woodland Hills	State of California	Cell On-Wheel (COW)	Completed	Completed	(5)/(3)	Completed	6/15/2015	-
BLRZDPW	Blue Rock 2 Dept. of Public Works	LA County Dept. of Public Works - Water Works	44550 175th St E	Unincorp.	93535	City of Lancaster	LA County	Cell On-Wheel (COW)	Completed	Completed	5	Completed	6/15/2015	-
LADPW38	Dept. of Public Works - Pump Station 38	LA County Dept. of Public Works - Water Works	39750 163rd Street E	Unincorp.	93591	Lake Los Angeles	LA County	Cell On-Wheel (COW)	Completed	Completed	5	Completed	6/15/2015	-
LASDWVS	LASD Monte Vista (Star Center)	LA County Sheriff Dept	11515 Colima Rd.	Unincorp.	90604	City of Whittier	LA County	Cell On-Wheel (COW)	Completed	Completed	4	Completed	6/15/2015	-
SCECAT	SCE - Extra Space Storage (Canthurs Self Storage)	SCE	10753 Artesia Blvd.	Cerritos	90703	City of Whittier	SCE	Cell On-Wheel (COW)	Completed	Completed	4	Completed	6/15/2015	-
SCELINDO	SCE - El Nido Substation	SCE	Marine Ave/Redondo Beach Ave	Hawthorne	90250	City of Hawthorne	SCE	Cell On-Wheel (COW)	Completed	Completed	2	Completed	6/15/2015	-
SCELGND	SCE - Laguna Bell Substation	SCE	6420 Garfield Ave	Commerce	90201	City of Commerce	SCE	Cell On-Wheel (COW)	Completed	Completed	1	Completed	6/15/2015	-
SCEMADR	SCE - Madrona Substation	SCE	27160 Madrona Ave	Torrance	90503	City of Torrance	SCE	Cell On-Wheel (COW)	Completed	Completed	4	Completed	6/15/2015	-
SCEMERC	SCE - Merced Sub	SCE	1347 S Azusa Ave	West Covina	91791	City of West Covina	SCE	Cell On-Wheel (COW)	Completed	Completed	1	Completed	6/15/2015	-
SCEMESA	SCE - Mesa Substation	SCE	700 Potrero Grande Dr	Monterey Park	91755	City of Monterey Park	SCE	Cell On-Wheel (COW)	Completed	Completed	1	Completed	6/15/2015	-
SCEMWRV	SCE - Monrovia Service Center	SCE	1440 S California Ave	Monrovia	91016	City of Monrovia	SCE	Cell On-Wheel (COW)	Completed	Completed	5	Completed	6/15/2015	-
SCEMIGO	SCE - Maricopa Work Center	SCE	329 S Raymond Ave	Alhambra	91803	City of Alhambra	SCE	Cell On-Wheel (COW)	Completed	Completed	5	Completed	6/15/2015	-
SCELONG	SCE - Long Beach Self Storage	SCE	E 208th St	Long Beach	90810	City of Long Beach	SCE	Cell On-Wheel (COW)	Completed	Completed	4	Completed	6/15/2015	-
SCESTUD	SCE - Studebaker Self Storage	SCE	698 Studebaker Road	Long Beach	90803	City of Long Beach	SCE	Cell On-Wheel (COW)	Completed	Completed	4	Completed	6/15/2015	-
PSBN LTE SITES														
78	Total Sites (Includes 2 MW sites & 15 COWs)													
PSBN LTE SITES DROPPED														
BOPD001	Bell Gardens PD	City of Bell Gardens Police Dept	7100 Garfield Ave	Bell Gardens	90201	Bell Gardens	City of Bell Gardens	70' Monopole	Completed	Completed	4	Completed	6/15/2015	-
BHR	Beverly Hills Rexford Drive	City of Beverly Hills	464 N Rexford Dr	Beverly Hills	90210	Beverly Hills	City of Beverly Hills	Roof Mount	Completed	Completed	1	Completed	6/15/2015	-
BURPD01	Burbank PD	City of Burbank Police Dept	200 North 3rd Street	Burbank	91502	Burbank PD	City of Burbank	Roof Mount	Completed	Completed	1	Completed	6/15/2015	-
LAPDAPC	Pacific Area Station	City of Los Angeles Police Dept	12312 Culver Blvd	Los Angeles	90066	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	1	Completed	6/15/2015	-
LASDVS	Crescenta Valley	LA County Sheriff's Dept	4554 Briggs Ave	La Crescenta	91214	LA County	LA County	45' Monopole	Completed	Completed	1	Completed	6/15/2015	-
LBECOC	Long Beach Emergency Comm & Op Center	City of Long Beach Fire Dept	2990 Redondo Ave	Long Beach	90806	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	1	Completed	6/15/2015	-
MOR	Mount Olivet Reservoir	City of Santa Monica	945 Franklin St	Santa Monica	90403	City of Santa Monica	City of Santa Monica	Use Ex Ant Structure	Completed	Completed	1	Completed	6/15/2015	-

AGENDA ITEM M - ENCLOSURE

Attachment 2



**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCEMNRV – SCE Monrovia Service Center  
1440 South California Avenue  
Monrovia, CA

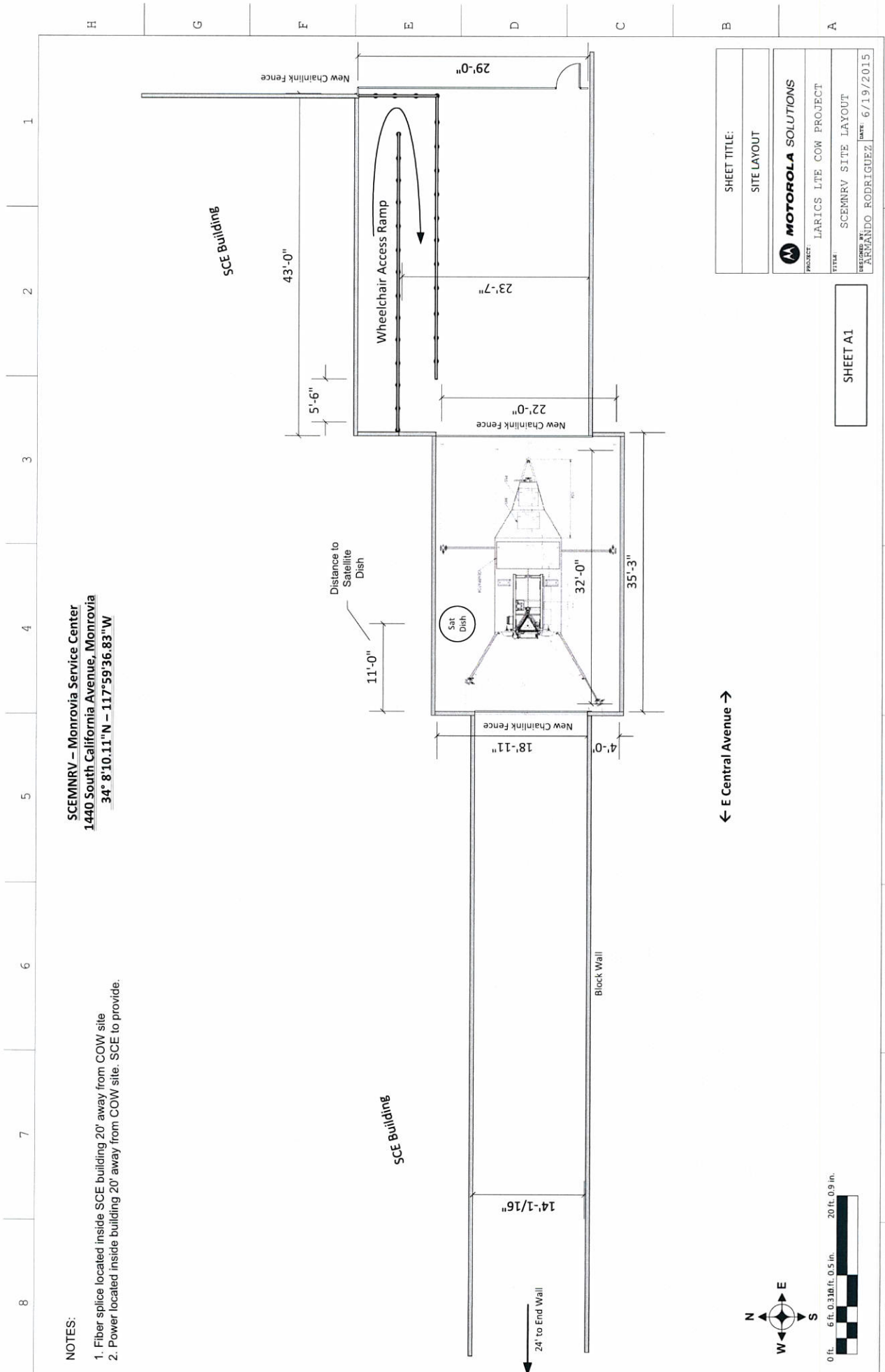
SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT LARICS LTE COW PROJECT
TITLE SCEMNRV TITLE SHEET
DESIGNED BY OMAR CASTILLO
DATE 4/29/2015

SHEET T1

3 ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED



SHEET TITLE:	
SITE LAYOUT	
<b>MOTOROLA SOLUTIONS</b>	
PROJECT:	LARICS LTE COW PROJECT
TITLE:	SCEMNRV SITE LAYOUT
DESIGNED BY:	ARMANDO RODRIGUEZ
DATE:	6/19/2015

**SHEET A1**

ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED



# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)



## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of August 13, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Alhambra, CA ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCEMRGO – SCE Marengo Work Center, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other

tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7	36								
AKPD001	Arcadia PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	Completed	4/9/2015	-
AZPD001	Azusa PD	City of Azusa Police Dept	725 N Alameda Ave	Azusa	91702	Azusa	City of Azusa	70' Monopole/Palm	Completed	Completed	1	Completed	7/3/2015	7/1/2015
BMT	Bald Mountain	LA County ISO	46811 Ridge Route Rd	Gorman	91536	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	6/25/2015	7/7/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	Completed	7/28/2015	(8/10/2015) Nighttime Work Only
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lynwood	90262	Lynwood	LA County	70' Monopole	Completed	Completed	2	Completed	3/4/2015	-
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont, Redevelopment Agency	Use Ex Ant Structure	Completed	Completed	1	Completed	8/10/2015	Restart 7/29/2015
CFTFD04	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton	70' Monopole	Completed	Completed	2	Completed	7/9/2015	7/1/2015
ELMNTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pine	Completed	Completed	1	Completed	7/7/2015	7/15/2015
FCF	FCF - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90063	LA County	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	8/4/2015	(8/18/2015)
FS5	FS5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	7/22/2015
GARD001	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	Completed	7/22/2015	8/3/2015
LACIAR	LAC/Harbor-UCLA Medical Ctr	LA County Hospital	1000 W Carsons St	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	2	6/17/2015	7/28/2015	(8/11/2015)
LACOLV	LAC/Oliveview-UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	6/15/2015	Completed	1	6/17/2015	7/17/2015	(8/1/2015)
LACUSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHPD	LA County	Roof Mount	Completed	Completed	2	Completed	7/24/2015	8/5/2015
LAPD007	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	1	Completed	7/31/2015	8/5/2015
LAPD009	Devonshire Area Station	City of Los Angeles Police Dept	10250 Elwood Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(5)/(12)	Completed	7/31/2015	-
LAPD010	Footfall Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pacoima	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	1/27/2015	-
LAPDHLB	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(14)/(1)	Completed	1/27/2014	-
LAPDHW	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(4)	Completed	1/27/2014	-
LAPDMS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(7)	Completed	1/28/2015	Restart 7/13/2015
LAPDNE	Northeast Area Station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(13)	Completed	1/27/2014	-
LAPDND	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(2)	Completed	1/28/2015	Restart 7/16/2015
LAPDNT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(9)	Completed	1/27/2015	-
LAPDOLY	Olympic Area Station	City of Los Angeles Police Dept	1130 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(2)/(1)	Completed	1/24/2014	-
LAPORAM	Ramona Area Station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1)/(1)	Completed	1/8/2014	-
LAPOTOP	Topanga Area Station	City of Los Angeles Police Dept	21501 Schomborn St	Canoga Park	91301	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(5)/(3)	Completed	1/28/2015	-
LAPDVM	Van Nuys Area Station	City of Los Angeles Police Dept	6240 Sylmar Ave	Van Nuys	91304	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(3)/(6)	Completed	8/4/2015	(8/14/2015)
LAPDWIL	Wilshire Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(10)	Completed	1/26/2015	-
LAPDWLA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(11)	Completed	7/9/2015	7/9/2015
LAPDWD	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3)/(3)	Completed	1/24/2014	6/18/2015
SEW	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2)/(8)	Completed	1/27/2014	-
SVP	Southwest Area Station	City of Los Angeles Police Dept	1548 W Martin Luther King Jr Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3)/(10)	Completed	6/15/2015	-
LAPP001	LA Maritime Law Enforcement Training Center (MALETC)	City of Los Angeles Harbor Police	300 L Water St	Wilmington	90744	City of Los Angeles, Harbor Dept	City of Los Angeles, Harbor Dept	70' Monopole	(8/13/2015)	(8/13/2015)	4	(8/17/2015)	(8/20/2015)	(8/24/2015)
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	(Completed)	5	6/1/2015	6/25/2015	-
ASOALD	Altadena	LA County Sheriff's Dept	780 E Alhambra Dr	Altadena	91001	LA County	LA County	70' Monopole	Completed	Completed	5	Completed	12/22/2014	-
ASOCSN	Carson	LA County Sheriff's Dept	21356 S Avalon Blvd	Carson	90745	Carson	LA County	70' Monopole	Completed	Completed	2	Completed	5/27/2015	Restart 7/13/2015
ASODIT	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/Hipgale	Completed	Completed	1	Completed	1/15/2015	6/9/2015
ASOLKO	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90712	Lakewood	LA County	70' Monopole	Completed	Completed	4	Completed	5/27/2015	-
ASOLINX	Lincoln (Cloud)	LA County Sheriff's Dept	4331 Lemmon Blvd	Inglewood	90304	County	LA County	70' Monopole	Completed	Completed	2	Completed	1/29/2015	-
ASONCC	North County Correctional Facility	LA County Sheriff's Dept	29340 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	3/20/2015	-
LASONWK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	Completed	Completed	4	Completed	5/12/2015	-
LASOPRV	Pico Rivera	LA County Sheriff's Dept	6831 Parsons Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	Completed	Completed	1	Completed	7/22/2015	Restart (8/5/2015)
ASOSCV	Santa Clarita Valley	LA County Sheriff's Dept	27340 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole/Hipgale	Completed	Completed	5	Completed	2/16/2015	6/16/2015
ASOSDM	San Dimas	LA County Sheriff's Dept	270 S Walnut Ave	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	Completed	7/16/2015	7/16/2015
ASDIEM	Temple	LA County Sheriff's Dept	8838 E Las Tunas Dr	Temple City	91780	Temple City	LA County	70' Monopole	Completed	Completed	5	Completed	2/5/2015	7/20/2015
F02D12(N)	FS 12(N)	City of Long Beach Fire Dept	1199 E Arctesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	5/15/2015	7/21/2015	7/23/2015
LBPHQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	5/5/2015	8/4/2015	(8/11/2015)
DWP243	Aqueduct Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	7/20/2015	Completed	3	7/31/2015	(8/12/2015)	(8/17/2015)
LHS	Lost Hills/Malibu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Cabassan	LA County	Use Ex Ant Structure (retrofit)	Completed	Completed	3	Completed	6/26/2015	-
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N 60th West	Lancaster	93536	Lancaster	LA County	70' Monopole	Completed	Completed	5	Completed	3/19/2015	-
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	91311	LA County	LA County	70' Monopole	Completed	Completed	5	7/1/2015	7/17/2015	(8/17/2015) Gate Key Issue
ASAO01	Goodrich	City of Pasadena	Avocado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	5/15/2015	7/16/2015	7/24/2015
PASDNP	Pasadena Police	City of Pasadena Police Dept	240 Ramona St	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	EA-1 Site/Native	7/8/2015	(8/13/2015)

AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
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Attachment 2



**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCEMRGO – SCE Marengo Work Center  
329 So. Raymond Avenue  
Alhambra, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LA-RICS LTE COW PROJECT
TITLE: SCEMRGO TITLE SHEET
DESIGNED BY: OMAR CASTILLO DATE: 4/29/2015

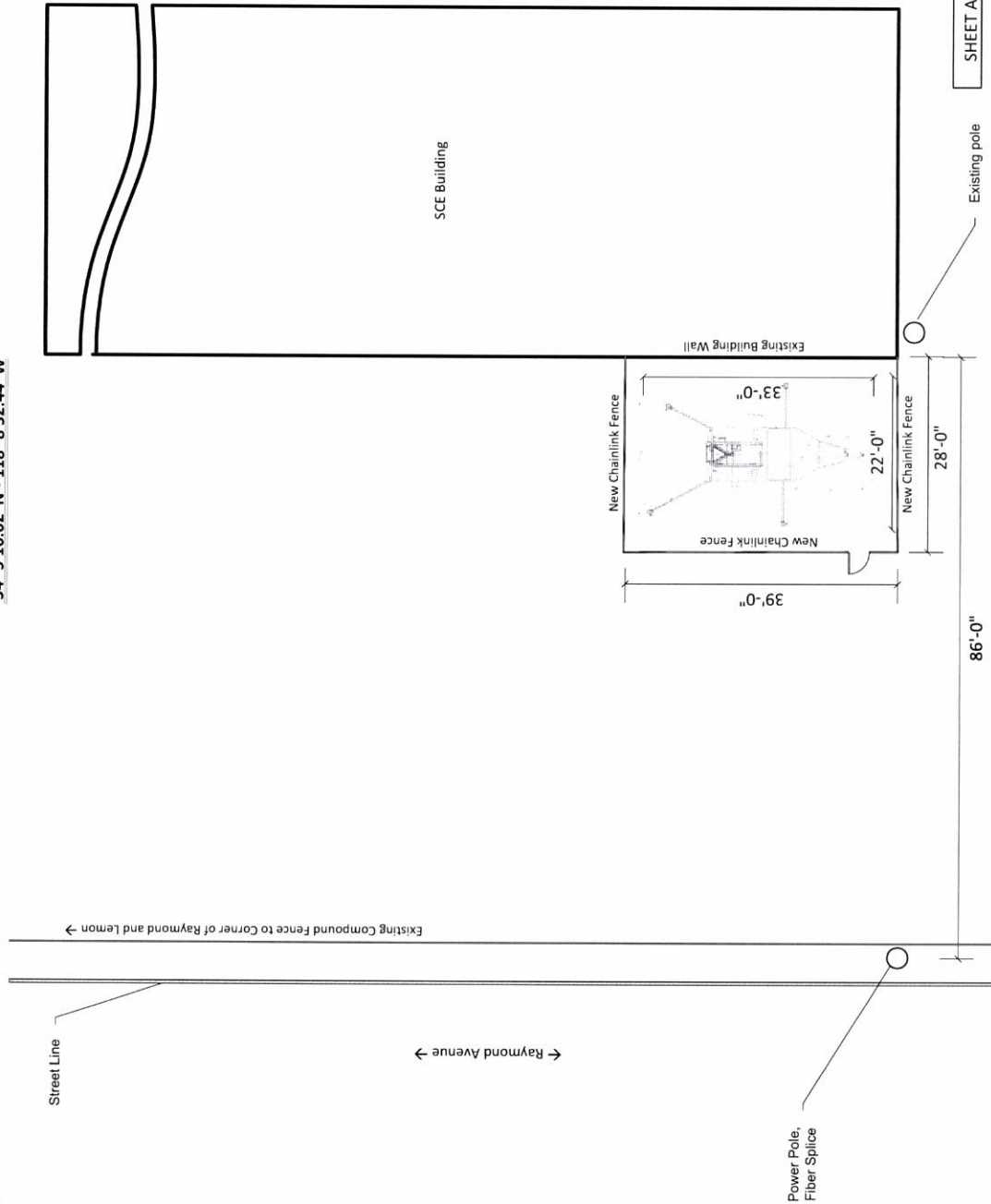
SHEET T1

3 ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED

NOTES:

1. Possible LA County tall building 1/3 mile West with microwave dishes on roof.
2. SCE microwave tower 1/4 mile Northeast at Lemon and Marengo

SCEMRGO - SCE - Marengo Work Center  
IE04986A (SB578-01) Marengo, adj AT&T @ Lemon & Raymond  
329 S Raymond Avenue, Alhambra  
34° 5'10.02"N - 118° 8'32.44"W



SHEET A1

SHEET TITLE:	
SITE LAYOUT	
PROJECT:	LARICS LTE COW PROJECT
TITLE:	SCEMRGO SITE LAYOUT
DESIGNED BY:	ARMANDO RODRIGUEZ
DATE:	6/19/2015

3 ORIGINAL DOCUMENT SIZE IS 11x17, CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED



# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCENIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)



## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of September 23, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Long Beach ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCELONG – SCE Long Beach, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.

9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.

10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.

11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.

12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

13. Generator. SCE licenses to Licensee the right to install, operate, maintain and secure a generator attached to Licensee's Equipment. Further generator and operational requirements are set forth in Attachment 4 hereto.

14. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a



single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY

A California Joint Powers Authority

By: 

Print Name: Patrick J. Mallon

Its: Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By: 

Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler

Its: Manager, Contract Finance

**AGENDA ITEM M - ENCLOSURE**



# Attachment 1

PSBN SITES  
Sorted by

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval (Forecast)	SAA (Forecast)	County/City District Jurisdiction	Building Permit Submittal (Forecast)	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7	36								
PHN	Puente Hills	LA County ISO	Near Vantage Point Dr	Rowland Heights	91748	LA County	LA County	Use Ex Ant Structure	Completed	Coordinate access with Rowland Water	4	7/17/2015	(8/6/2015)	(8/12/2015)
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	91350	Palmdale	LA County	Use Ex Ant Structure	Completed	Completed	5	5/27/2015	6/17/2015	-
RANCHO	LAC/Rancho Los Amigos Nat. Rehab.	LA County Hospital	7601 E Imperial Hwy	Downey	90242	City of Downey	LA County	Roof Mount	Completed	Completed	4	Completed	6/19/2015	-
SDW	San Dimas	LA County	310 Via Blanca	San Dimas	91773	City of San Dimas	LA County	Use Ex Ant Structure	Completed	Completed Need Access Agreement w/ Bell Vintage IOA	5	7/21/2015 EA 2 Site	(8/6/2015)	(8/17/2015)
SLA	South L.A.	LA County Sheriff's Dept	1310 W. Imperial Hwy	Los Angeles	90044	County	LA County	Use Ex Ant Structure	Completed	Completed	2	Completed	7/9/2015	-
VEFD001	FS 1	City of Vernon Fire Dept	3375 Fruitland Ave	Vernon	90058	Vernon	City of Vernon	70 Monopole	Completed	Completed	1	Completed	1/22/2015	-
VEFD003	FS 3	City of Vernon Fire Dept	2800 Soto Street	Vernon	90058	Vernon	City of Vernon	70 Monopole	Completed	Completed	1	Completed	1/22/2015	-
VPC	Vertugo Peak	City of Los Angeles	Vertugo Mountain Way	Glendale	91208	City of Glendale	LA County, Power by Glendale Dept. Water & Power	Use Ex Ant Structure	Completed	Completed	5	Completed	7/28/2015	7/29/2015
WAL	Walnut/Diamond Bar	LA County Sheriff's Dept	21695 E. Valley Blvd	Walnut	91789	Walnut	LA County	Use Ex Ant Structure	Completed	Completed	1	Completed	6/17/2015	Restart 7/15/2015
WHO	West Hollywood	LA County Sheriff's Dept	720 N San Vicente Blvd	West Hollywood	90069	West Hollywood	LA County	70 Monopole	Completed	Completed	3	Completed	6/15/2015	-
CHPNWHLL	CHP Newhall Area Station	California Highway Patrol	28648 The Old Road	Santa Clarita	91355	City of Santa Clarita	State of California	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	(5/13)	-
CHPNWVLL	CHP West Valley Station	California Highway Patrol	5825 De Soto Ave.	Woodland Hills	91367	City of Woodland Hills	State of California	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	(5/13)	-
BLR2DPW	Blue Rock 2 Dept. of Public Works	LA County Dept. of Public Works - Water Works	44550 175th St E	Unincorp.	93535	City of Lancaster	LA County	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	Completed	-
LADPW38	Dept. of Public Works Pump Station 38	LA County Dept. of Public Works - Water Works	39750 163rd Street E	Unincorp.	93591	Lake Los Angeles	LA County	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	Completed	-
LASDMVS	LASD Monte Vista (Star Center)	LA County Sheriff Dept	11515 Colima Rd.	Unincorp.	90604	City of Whittier	LA County	Cell-On-Wheel (COW)	Completed	Completed	4	Completed	Completed	-
SCECAT	SCE - Extra Space Storage (Candlers Self Storage)	SCE	10753 Arnesia Blvd.	Cerritos	90703	City of Whittier	SCE	Cell-On-Wheel (COW)	Completed	Completed	4	Completed	Completed	-
SECLNDD	SCE - El Nido Substation	SCE	Marine Ave/Redondo Beach Ave	Hawthorne	90250	City of Hawthorne	SCE	Cell-On-Wheel (COW)	Completed	Completed	2	Completed	Completed	-
SECLGNBL	SCE - Laguna Bell Substation	SCE	6420 Garfield Ave	Commerce	90201	City of Commerce	SCE	Cell-On-Wheel (COW)	Completed	Completed	1	Completed	Completed	-
SEEMADR	SCE - Madonna Substation	SCE	21760 Madonna Ave	Torrance	90503	City of Torrance	SCE	Cell-On-Wheel (COW)	Completed	Completed	4	Completed	Completed	-
SEEMERC	SCE - Mercet Sub	SCE	1347 S Azusa Ave	West Covina	91791	City of West Covina	SCE	Cell-On-Wheel (COW)	Completed	Completed	1	Completed	Completed	-
SEEMESA	SCE - Mesa Substation	SCE	700 Potrero Grande Dr	Monterey Park	91755	City of Monterey Park	SCE	Cell-On-Wheel (COW)	Completed	Completed	1	Completed	Completed	-
SEEMNRV	SCE - Monrovia Service Center	SCE	1440 S California Ave	Monrovia	91016	City of Monrovia	SCE	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	Completed	-
SEEMRGO	SCE - Marengo Work Center	SCE	329 S Raymond Ave	Alhambra	91803	City of Alhambra	SCE	Cell-On-Wheel (COW)	Completed	Completed	5	Completed	Completed	-
SEELONG	SCE - Long Beach Self Storage	SCE	E 208th St	Long Beach	90810	City of Long Beach	SCE	Cell-On-Wheel (COW)	Completed	Completed	4	Completed	Completed	-
SEESTUD	SCE - Studebaker Self Storage	SCE	698 Studebaker Road	Long Beach	90803	City of Long Beach	SCE	Cell-On-Wheel (COW)	Completed	Completed	4	Completed	Completed	-
PSBN LTE SITES														
78	Total Sites (Includes 2 MW sites & 15 COWs)													
PSBN LTE SITES DROPPED														
BGPFD001	Bell Gardens PD	City of Bell Gardens Police Dept	7100 Garfield Ave	Bell Gardens	90201	Bell Gardens	City of Bell Gardens	70 Monopole	Completed	Completed	4	Completed	Completed	Site dropped per City of Bell Gardens request
BHR	Beverly Hills Reaford Drive	City of Beverly Hills	464 N Reaford Dr	Beverly Hills	90210	Beverly Hills	City of Beverly Hills	Roof Mount	Completed	Completed	1	Completed	Completed	Site dropped per City of Beverly Hills request
BURPD001	Burbank PD	City of Burbank Police Dept	200 North 3rd Street	Burbank	91502	Burbank PD	City of Burbank	Roof Mount	Completed	Completed	1	Completed	Completed	Site dropped per Authority/City request
LAPDAPC	Pacific Area Station	City of Los Angeles Police Dept	12312 Culver Blvd	Los Angeles	90066	City of Los Angeles	City of Los Angeles	70 Monopole	Completed	Completed	1	Completed	Completed	Site dropped per City of Los Angeles request
LASDCVS	Crescenta Valley	LA County Sheriff's Dept	4554 Briggs Ave	La Crescenta	91214	LA County	LA County	45 Monopole	Completed	Completed	1	Completed	Completed	Site dropped per County Board of Supervisor request
LBECOC	Long Beach Emergency Comm & Op Center	City of Long Beach Fire Dept	2990 Redondo Ave	Long Beach	90806	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	1	Completed	Completed	Site dropped per City of Long Beach request
MOR	Mount Oliver Reservoir	City of Santa Monica	945 Franklin St	Santa Monica	90403	City of Santa Monica	City of Santa Monica	Use Ex Ant Structure	Completed	Completed	1	Completed	Completed	Site dropped per Negative ttr. Of Determination by City

AGENDA ITEM M - ENCLOSURE

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AGENDA ITEM M - ENCLOSURE



**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCELONG – SCE Long Beach

1012 Carson St  
Long Beach, CA

SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:

TITLE SHEET



PROJECT: LA-RICS LTE COW PROJECT

TITLE: SCELONG TITLE SHEET

DESIGNED BY: OMAR CASTILLO DATE: 4/29/2015

SHEET T1

ORIGINAL DOCUMENT SIZE IS 11X17, CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED

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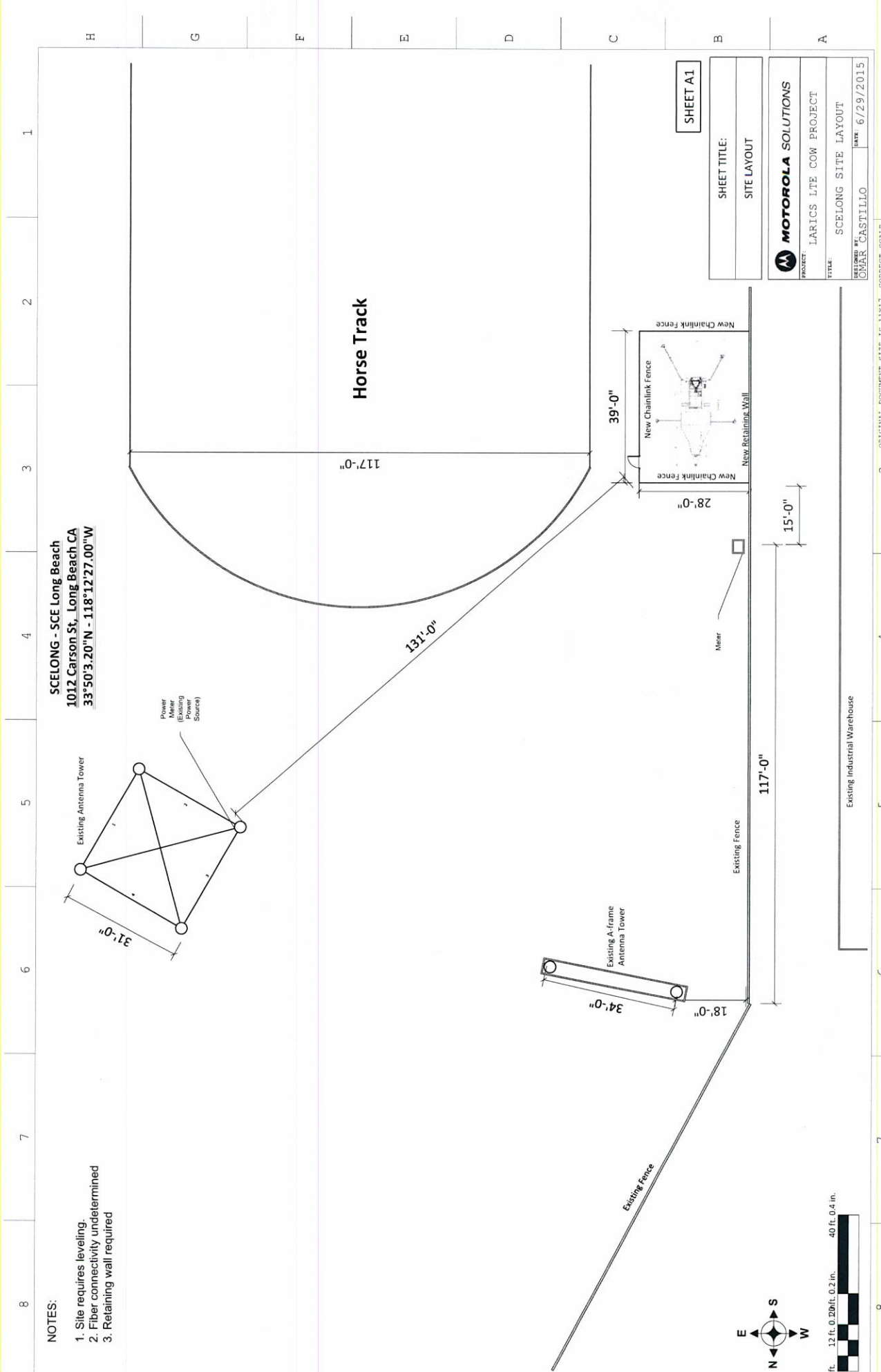
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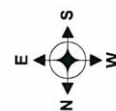
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3



**SCE LONG - SCE Long Beach**  
 1012 Carson St., Long Beach CA  
 33°50'3.20"N - 118°12'27.00"W

- NOTES:**
1. Site requires leveling.
  2. Fiber connectivity undetermined
  3. Retaining wall required



0 ft. 12 ft. 0.20ft. 0.2 in. 40 ft. 0.4 in.

**SHEET A1**

**SHEET TITLE:**  
 SITE LAYOUT

**MOTOROLA SOLUTIONS**  
 LARICS LTE COW PROJECT  
 TITLE: SCE LONG SITE LAYOUT  
 DESIGNED BY: OMAR CASTILLO  
 DATE: 6/29/2015

ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED



# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)



## **Attachment 4 Generator Requirements**

### **General Requirements**

Licensee shall use only diesel generator/fuel tank combinations that have received a UL-2200 and UL-142 listing, with double walled fuel storage no greater than 55 gallons. The diesel engine shall conform to EPA Tier 1 non-road emission regulations.

The electrical generator operation sound level shall meet all local municipal and OSHA requirements. Noise surveys and studies are required for each cell site in areas near employees, and in residential and commercial areas. Noise abatement and mitigation measures recommended by the studies shall be implemented by Licensee. Licensee shall install sound enclosures, as required, to meet this criteria.

Testing of the diesel generator shall be limited to less than 30 minutes per month.

The emergency generator electrical system shall not parallel with the SCE utility system.

**Parking:** Other than as required during installation, repair and maintenance of the generator, Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the SCE's Property unless specifically approved in writing by SCE

**Refueling.** Licensee shall install a grounding system at the fuel truck parking location. Fuel trucks shall be properly grounded for safe refueling operations in the vicinity of high voltage conductors and equipment. If used, diesel fuel trucks on SCE right of ways are to be limited to a size not to exceed 250 gallons.

**Flammables, Waste and Nuisances:** Except as permitted under the Use Requirements attached herein," Licensee will not, nor allow others to, place or store any flammable or waste materials on the SCE's Property or commit any waste or damage to SCE's Property or allow any to be done. Licensee will keep SCE's Property clean, free from weeds, rubbish and debris, and in a condition reasonably satisfactory to SCE. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances.

**Pesticides and Herbicides:** Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

**Hazardous Waste:** Licensee will not engage in, or permit any other party to engage in, any activity on SCE's Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee will defend, indemnify and hold SCE, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or its agents, employees or contractors. Licensee shall immediately notify SCE (the "Licensee's Notice") in the event of a hazardous materials spill at SCE's Property. SCE shall have the right, upon written notice to Licensee (the "SCE's Notice") within a reasonable period of time given the circumstances following Licensee's Notice (but in no event, later than ten (10) days after SCE's receipt of Licensee's

Notice), to elect to perform the cleanup. However, in the event it is necessary for the cleanup to be performed within time frames shorter than that provided in the preceding sentence, or in order to prevent or to cure any immediate threat to health or public safety, SCE shall respond within twenty four (24) hours of its receipt of the Licensee's Notice. If SCE does not elect to perform the cleanup (or fails to respond to the Licensee's Notice), then Licensee shall be solely responsible to perform the cleanup (including the handling of any governmental required reporting and follow up monitoring or testing) at Licensee's sole expense. All cleanup shall be performed, at a minimum, to the extent of the minimum required regulatory standard and within the time frame required at law and/or by any regulatory agency. If SCE elects to perform the cleanup, Licensee shall reimburse SCE for the reasonable cost of the cleanup of the spill following the completion of the cleanup. All cleanup efforts shall be performed by a licensed contractor in good standing with the regulating agencies. Licensee's contractor for any cleanup performed by Licensee shall be subject to the approval of SCE, which approval shall not be unreasonably withheld, conditioned or delayed. Following the cleanup, the responsible party shall provide the other party with a summary report of the cleanup, including pre and post cleanup photos, sampling data and all waste manifests. The party performing the cleanup shall be responsible for any governmental required reporting and follow up monitoring or testing. Nothing in this section shall prohibit the party not responsible for the cleanup from reasonably participating in the cleanup.

#### **ADDITIONAL REQUIREMENTS FOR TRANSMISSION INSTALLATIONS:**

For installations away from towers: A minimum 50' or 100' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

For installations under towers: A minimum 2' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

#### **APPROVALS**

Each proposed installation will be reviewed and approved by SCE before the Licensee seeks any local, municipal, AQMD or other required approvals. Such review shall include a job walk of each proposed site by SCE and Licensee.

Licensee shall have the sole responsibility to apply for, obtain and maintain all local, municipal, AQMD or other required approvals.

Licensee shall file for all locally required Business Emergency Plans before the start of construction with the appropriate Certified Unified Programming Agency to cover disclosure of chemicals such as battery acid and diesel fuel.

Licensee shall provide the following to SCE for SCE's review and approval before SCE will issue the notice to proceed with construction:

- (i) all local, municipal, AQMD or other required approvals;
- (ii) a revised one-line diagram (showing the emergency generator, transfer switch, etc.). The transfer switch shall be of the double-throw, interlocked design (break-before-make contacts);
- (iii) electrical-engineer-stamped copies of the updated and/or revised (as the case may be) facility grounding study. The grounding system shall include the configuration and size of the grounding conductor and meet all applicable requirements for the safe and proper operation of equipment in a high voltage electrical facility. All grounding drawings shall reference the ground potential rise study used to design the grounding plan. A grounding study for an existing cell site being revised, shall show all grounding installed for the initial cell site along with the proposed modifications; and

## **AGENDA ITEM M - ENCLOSURE**

(iv) an environmental disturbance study.

Once SCE has approved the installation and issued the notice to proceed with construction, Licensee shall not make any modifications or alterations to the installation without SCE's prior written approval.



## COMMUNICATIONS SITE LICENSE AGREEMENT (FOR CELL ON WHEELS)

This COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("Licensee"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), effective as of September 23, 2015 ("Effective Date").

The parties hereto agree as follows:

1. Premises; Purpose. SCE owns in fee the real property described on Attachment 1 hereto, located in the City of Long Beach ("SCE's Property"). SCE hereby licenses to Licensee, subject to General Order No. 69-C of the California Public Utilities Commission, dated July 10, 1985, which is incorporated by reference herein, that portion of SCE's Property referred to as SCESTUD – SCE Studebaker Self Storage, depicted on Attachment 2 hereto ("Premises") for the Term and in accordance with the provisions and conditions set forth herein solely for the purpose of erecting, operating, maintaining and securing on the Premises the mobile communications equipment described on Attachment 3 hereto ("Licensee's Equipment"). Licensee has made an independent assessment of the suitability of the Premises for the purposes identified above and is not relying on any statements by SCE, its agents or representatives for such purposes. Licensee's Equipment shall be solely owned by Licensee, shall be and remain Licensee's personal property and shall not be treated as real property or become a part of SCE's Property.
2. Term. The term of this License ("Term") shall commence on the Effective Date and continue for five (5) years, unless terminated earlier by either party as provided herein.
3. Rent. Licensee shall have no obligation to pay any rent for the Premises during the Term of this Agreement.
4. Improvements. Access. Licensee and Licensee's employees, agents, pre-approved contractors (including without limitation Motorola Solutions, Inc.) and subcontractors shall have the right, to (a) access the Premises twenty-four (24) hours per day, seven (7) days per week; (b) temporarily park vehicles on SCE's Property while accessing the Site; (c) temporarily install or place utilities on (or temporarily bring utilities across) SCE's Property in order to service Licensee's Equipment; and (d) temporarily install, maintain and service telephone lines connecting Licensee's Equipment and the Minimum Point of Entry (MPOE) or other point of presence of the telephone service provider at SCE's Property. Any such activities shall be performed solely at the expense and risk of Licensee and shall not conflict with SCE's use or operation of SCE's Property or any of its facilities.
5. Permits, Approvals, Liens, and Taxes. Licensee shall be solely responsible for obtaining and maintaining, at Licensee's sole cost, any required government or private permits, easements or approvals associated with Licensee's use or access to the Premises prior to any such use or access. Licensee agrees to keep the Premises free from any liens of any kind and to comply with any and all building, safety or other requirements of any and all governmental or quasi-governmental authorities and to pay any and all taxes, special assessments and government fees of any kind whatsoever that may be levied due to Licensee's Equipment or its use or occupancy of the Premises. Any use or access of the Premises by Licensee without first acquiring any required government franchise, license, permit, or a government or private-party approval or consent, or failure to maintain such approvals as necessary during the Term of this License, shall constitute a material breach of this License.
6. Interference with Communications. Licensee's Equipment shall not disturb or interfere with the communications equipment and uses which exist on SCE's Property on the date first above written and shall take reasonable steps to avoid any interference with any later uses of the Premises. With the sole exception of communications equipment and any other uses existing on SCE's Property as of the effective date of this License, SCE shall not use nor authorize use by a third party of any portion of SCE's Property so as to materially interfere with the communications operations of Licensee's Equipment.
7. Utilities. Licensee shall arrange for any utility or other services it needs for the Premises. Licensee shall be solely responsible for any cost, expense, or risk associated with any such services, including any electric services.



8. Termination. This License may be terminated by Licensee on thirty (30) days prior written notice to SCE if (a) any government or private party license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee to access the Premises, or to install and operate Licensee's Equipment is not obtained or renewed at acceptable expense or in a time period acceptable to SCE; (b) if Licensee determines that the Premises are not suitable for its operation for economic, environmental or technological reasons; (c) any communications facilities or other structure of any kind now or hereafter located on or in the vicinity of SCE's Property interfere with Licensee's Equipment; (d) SCE commits a material default under this License, and Licensee provides written notification to SCE of such default, but SCE fails to attempt to cure such default within the 30 day period following such notice; or (e) Licensee's Equipment or the Premises are totally or partially destroyed by fire or other casualty so as, in Licensee and SCE's judgment, to preclude normal operation of Licensee's Equipment. This License may be terminated by either party for any reason upon one-hundred eighty (180) days' written notice to Licensee. Upon termination of this License, Licensee shall promptly and peaceably quit and surrender the Premises and restore the Premises to its original condition.
9. Insurance. During the Term, Licensee shall maintain (or cause its contractor, Motorola Solutions, Inc. to maintain), at its expense, commercial general liability insurance, naming SCE as an additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage, worker's compensation insurance (if applicable) in compliance with California requirements, and One Million Dollars (\$1,000,000) in Employer's Liability Insurance. Such insurance shall be primary for all purposes and contain standard cross-liability provisions. Licensee shall provide SCE with satisfactory proof (both in form and content) of insurance prior to installation of Licensee's Equipment.
10. Indemnification. Licensee shall indemnify, defend, protect and hold harmless SCE, including its parent, affiliates, and each of their directors, officers, partners, members, managers, shareholders, contractors, agents, and employees, from and against any claim, cause of action, demand, inquiry, damage, liability, loss, cost or expense (including, but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of SCE's Property or the Premises by Licensee or from activities of Licensee pursuant to this License, unless caused by the negligence or willful acts of SCE.
11. Environmental. To SCE's actual knowledge, without any duty of independent investigation, SCE has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials on, under, about or within or adjacent to SCE's Property or the Premises in violation of any law or regulation. Licensee may bring onto the Premises only properly stored, reasonable quantities of Hazardous Materials commonly used in telecommunications operations, and shall handle and dispose of the same in compliance with all applicable federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any such laws or regulations.
12. Limitation on Liability. Each party's liability to the other for any loss, claim, cost, injury, liability or expense shall be limited hereunder to the amount of direct damages actually incurred. In no event shall either party be liable for any indirect, incidental, special or consequential damages of any kind whatsoever, including without limit, loss of customers or loss of profits. In addition, SCE's cumulative liability for damages in connection with this License, whether in contract, tort, or otherwise, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).
13. Generator. SCE licenses to Licensee the right to install, operate, maintain and secure a generator attached to Licensee's Equipment. Further generator and operational requirements are set forth in Attachment 4 hereto.
14. Miscellaneous.

(a) The parties shall attempt to resolve all disputes by good faith discussions between them before recourse is made to any formal legal process. If such efforts are unsuccessful, then all controversies arising out of or relating to this License shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Los Angeles County. Such arbitration shall be conducted in accordance with the "Comprehensive" procedure described in the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a



single arbitrator selected according to the JAMS Rules, and the final decision of the arbitration shall be binding on the Parties and shall not be subject to judicial appellate review. The arbitrator shall have no right or power to award punitive or consequential damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to reasonable attorneys' fees and under no circumstances shall any arbitrator have any discretion to deviate from the provisions of this License.

(b) This License shall be governed, construed and interpreted under the laws of the State of California without regard to conflicts of law provisions. Notwithstanding any language to the contrary in any agreement between the Parties, including in any related nondisclosure or confidentiality agreement between the Parties, SCE may, without the prior consent of the Licensee, provide information related to this License to any regulatory or governmental entity that requests such information.

(c) This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, discussions and other licenses and agreements, written or oral, concerning the subject matter contained herein.

(d) This License shall be binding on and inure to the benefit of the successors and assigns of the respective parties; provided, however, Licensee shall be required to obtain SCE's prior written consent to any assignment by Licensee of this License, or any rights or obligations hereunder. No third party beneficiaries (including customers of either party) are intended or created under this License.

(e) Except for modifications hereto which must be made by SCE in response to a CPUC decision or order, no amendment, modification or supplement to this License shall be effective unless contained in a written amendment duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties, being duly authorized to do so, have executed this License as of the day and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY

A California Joint Powers Authority


By: 

Print Name: Patrick J. Mullen

Its: Executive Director

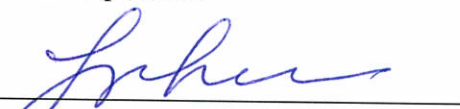
APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By:   
Deputy

SOUTHERN CALIFORNIA EDISON COMPANY

A California corporation

By: 

Print Name: Louise M. Wheeler

Its: Manager, Contracts & Finance

**AGENDA ITEM M - ENCLOSURE**



# Attachment 1

PSBN SITES  
Sorted by

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	Agency/Authority Review/Approval	SAA (Forecast)	County/City District Jurisdiction	Building Permit Status (Forecast)	Construction Start (-) Infrast. Complete
1	2	3	4	5	7	36							
ARCDD01	Arcadia PD	City of Arcadia Police Dept	250 W Huntington Blvd	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	Completed	Completed	5	4/9/2015	-
APD0001	Asua PD	City of Asua Police Dept	725 N Alameda Ave	Asua	91202	Asua	City of Asua	70' Monopole/Palm	Completed	Completed	1	7/14/2015	7/14/2015
BMT	Bald Mountain	LA County ISO	48411 Ridge Road Rd	Gorman	91516	LA County	LA County	70' Monopole	Completed	Completed	5	6/25/2015	7/7/2015
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	6/30/2015	(8/6/2015)	1	7/18/2015	(8/10/2015) Nighttime Work Only
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lynwood	90262	LA County	LA County	70' Monopole	Completed	Completed	2	3/4/2015	-
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	Completed	Completed	1	6/10/2015	7/29/2015
CPTD04	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton	70' Monopole	Completed	Completed	2	7/9/2015	7/14/2015
EMMTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Palm	Completed	Completed	1	7/7/2015	7/15/2015
FCFE	FCFE - HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90068	LA County	City of El Monte	Use Ex Ant Structure	Completed	Completed	1	8/4/2015	(8/18/2015)
FS5	FS 5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90803	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	7/22/2015	7/22/2015
GARD001	Gardena	City of Gardena	1700 West 182nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	Completed	Completed	2	8/3/2015	8/3/2015
LACHAR	LAC/Harbor-UCLA Medical Ctr	LA County Hospital	1000 W Carson St	Torrance	90502	LA County/OSHDP	LA County	Roof Mount	6/15/2015	Completed	2	6/17/2015	(8/11/2015)
LACOLV	LAC/Oliveview-UCLA	LA County Hospital	14445 Olive View Dr	Sylmar	91342	LA County/OSHDP	LA County	Roof Mount	6/15/2015	Completed	5	7/28/2015	(8/11/2015)
LACOSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHDP	LA County	Roof Mount	6/15/2015	Completed	1	7/7/2015	(8/12/2015)
LAPD077	77th Street Area Complex	City of Los Angeles Police Dept	7600 S Broadway St	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(2/19)	7/17/2015	8/5/2015
LAPD078	Devonshire Area Station	City of Los Angeles Police Dept	10250 Etowanda Ave	Northridge	91325	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(5/12)	7/14/2015	8/5/2015
LAPDTH1	Foothill Area Station	City of Los Angeles Police Dept	12760 Osborne St	Pasadena	91331	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3/17)	7/17/2015	-
LAPDTH2	Hollenbeck Area Station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	90033	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3/17)	7/17/2015	-
LAPDTH3	Hollywood Area Station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	90028	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3/14)	12/22/2014	-
LAPDMS	Mission Area Station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	91345	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3/17)	7/18/2015	7/18/2015
LAPDNE1	Northeast Area Station	City of Los Angeles Police Dept	3353 San Fernando Blvd	Los Angeles	90065	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1/13)	12/17/2014	-
LAPDND	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	91601	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(3/12)	1/26/2015	7/16/2015
LAPDND1	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	90011	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2/19)	12/7/2015	-
LAPDOLV	Olympic Area Station	City of Los Angeles Police Dept	3130 South Vermont Ave	Los Angeles	90006	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(2/11)	12/4/2014	-
LAPDRAM	Rampart Area Station	City of Los Angeles Police Dept	1401 West 10th St	Los Angeles	90017	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(1/1)	1/8/2015	-
LAPDTP	Tongva Area Station	City of Los Angeles Police Dept	21501 Schoenborn St	Canoga Park	91304	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(5/13)	12/28/2015	-
LAPDVS	Van Nuys Area Station	City of Los Angeles Police Dept	62401 Schoenborn St	Van Nuys	91401	City of Los Angeles	City of Los Angeles	Roof Mount	Completed	Completed	(3/16)	8/4/2015	(8/14/2015)
LAPDWL	Whittier Area Station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	90019	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2/10)	12/8/2015	-
LAPDWA	West Los Angeles Area Station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	90025	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3/11)	7/6/2015	7/9/2015
LAPDWL1	West Valley Area Facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	91335	City of Los Angeles	City of Los Angeles	Use Ex Ant Structure	Completed	Completed	(3/13)	12/4/2014	6/18/2015
SEP	Southeast Area Station	City of Los Angeles Police Dept	145 West 108th St	Los Angeles	90061	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2/18)	12/17/2014	-
SWP	Southwest Area Station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	90062	City of Los Angeles	City of Los Angeles	70' Monopole	Completed	Completed	(2/10)	6/15/2015	-
LAPD001	LA Maritime Law Enforcement Training Center (MLETC)	City of Los Angeles Harbor Police	300 E Water St	Wilmington	90744	City of Los Angeles Harbor Dept	City of Los Angeles Harbor Dept	70' Monopole	(8/13/2015)	(8/13/2015)	4	8/17/2015	(8/24/2015)
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	Completed	Completed	5	6/1/2015	6/25/2016
LASDAD	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70' Monopole	Completed	Completed	5	12/22/2014	-
LASDCN	Carson	LA County Sheriff's Dept	21356 S. Avalon Blvd	Carson	90745	LA County	LA County	70' Monopole	Completed	Completed	2	5/27/2015	7/13/2015
LASDDT	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/Flagpole	Completed	Completed	1	1/15/2015	6/9/2015
LASDSD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90722	Lakewood	LA County	70' Monopole	Completed	Completed	4	5/27/2015	-
LASDWNK	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Inglewood	90304	LA County	LA County	70' Monopole	Completed	Completed	2	12/9/2015	-
LASDNKC	North County Correctional Facility	LA County Sheriff's Dept	29340 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant. Structure	Completed	Completed	5	3/20/2015	-
LASDNWK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	Completed	Completed	4	5/12/2015	-
LASDPV	Pico Rivera	LA County Sheriff's Dept	6631 Passions Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	Completed	Completed	1	7/22/2015	Rebuilt (6/5/2015)
LASDSCV	Santa Clarita Valley	LA County Sheriff's Dept	23740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole/Flagpole	Completed	Completed	5	6/16/2015	7/16/2015
LASDSNM	San Dimas	LA County Sheriff's Dept	270 S. Walnut Ave.	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	Completed	Completed	5	7/6/2015	7/16/2015
LASDTEM	Temple	LA County Sheriff's Dept	8838 E. Las Tomas Dr	Temple City	91780	Temple City	LA County	70' Monopole	Completed	Completed	5	2/5/2015	7/20/2015
BF0072(N)	FS 12(N)	City of Long Beach Fire Dept	1199 E Artesia Blvd	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	Completed	Completed	4	5/15/2015	7/21/2015
LBPDHQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	Completed	Completed	4	5/5/2015	7/21/2015
LDPW43	Aqueduct Cascades	City of Los Angeles DWP	16325 Silver Oaks Dr	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	7/20/2015	Completed	3	7/31/2015	(8/17/2015)
LHS	Lost Hills/Malibu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (retrofit)	Completed	Completed	3	6/26/2015	EA-2 Site (8/17/2015)
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N. 10th West	Lancaster	93536	Lancaster	LA County	70' Monopole	Completed	Completed	5	3/19/2015	-
ONK	Oat Mountain Nike	LA County	N 34.33607° W118.5867°	Chatsworth	91311	LA County	LA County	70' Monopole	Completed	Completed	5	7/1/2015	(8/11/2015) Gate Key Issue
PASAD01	Goodrich	City of Pasadena	Aracado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	Completed	7/16/2015	5	5/15/2015	7/24/2015
PASDNPD	Pasadena Police	City of Pasadena Police Dept	240 Ramona St.	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	Completed	8/4/2015	5	7/8/2015	EA-1 Site/Native (8/11/2015)

AGENDA ITEM M - ENCLOSURE



# Attachment 1

PSBN SITES  
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**MOTOROLA SOLUTIONS**

LA-RICS COW Deployment

SCESTUD – SCE Studabaker Self-Storage  
698 Studebaker Road  
Long Beach, CA

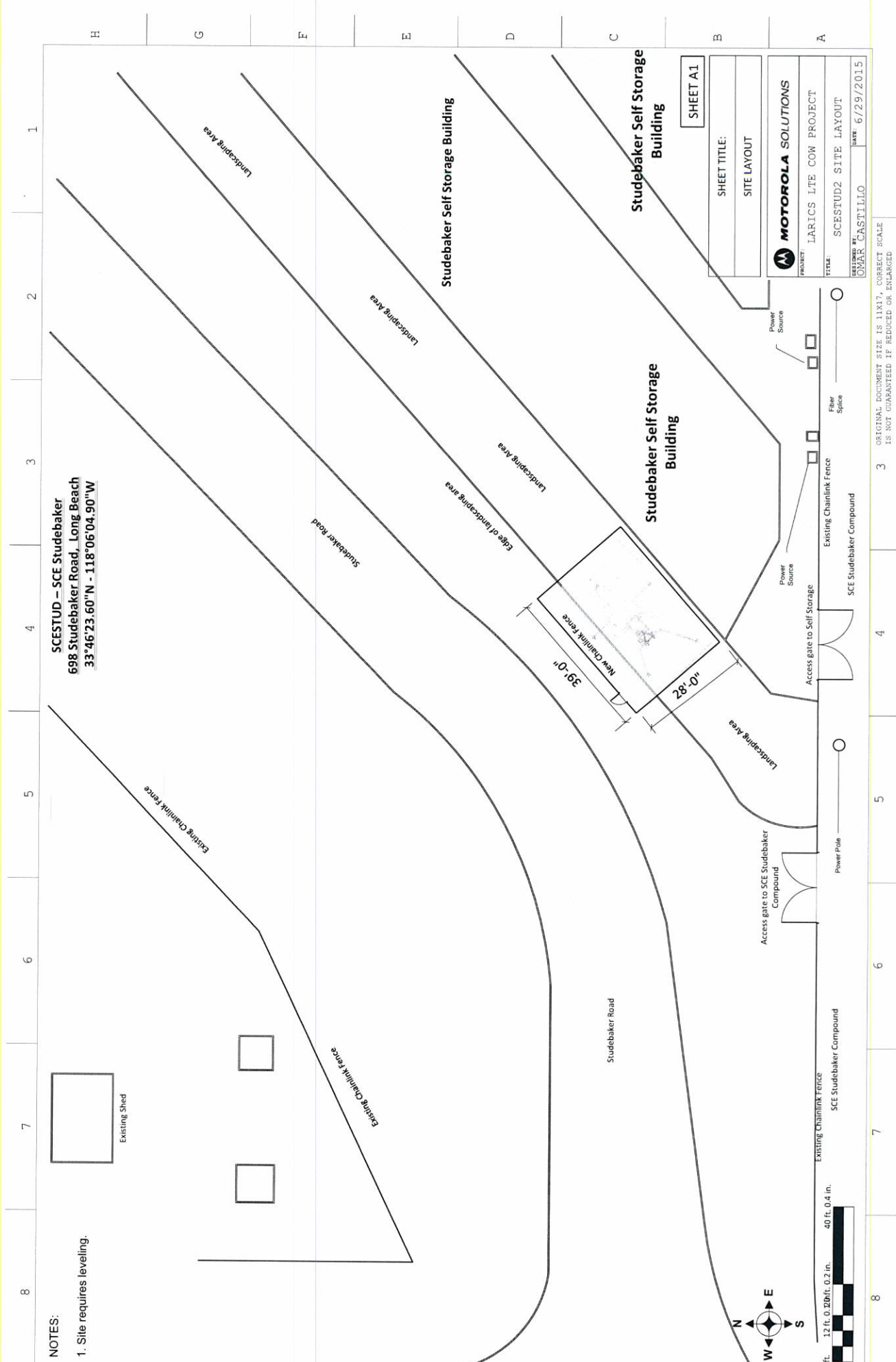
SHEET	DESCRIPTION
T1	TITLE SHEET
A1	SITE LAYOUT

SHEET TITLE:
TITLE SHEET

<b>MOTOROLA SOLUTIONS</b>
PROJECT: LA-RICS LTE COW PROJECT
TITLE: SCESTUD2 TITLE SHEET
DRAWN BY: QUAR CASTILLO
CHECKED BY: 4/29/2015

SHEET T1

3 ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE  
IS NOT GUARANTEED IF REDUCED OR ENLARGED



SCESTUD – SCE Studebaker  
 698 Studebaker Road, Long Beach  
 33°46'23.60"N - 118°06'04.90"W

NOTES:  
 1. Site requires leveling.

SHEET A1	
SHEET TITLE:	SITE LAYOUT
PROJECT:	LARICS LTE COW PROJECT
TITLE:	SCESTUD2 SITE LAYOUT
DESIGNED BY:	OMAR CASTILLO
DATE:	6/29/2015

3 ORIGINAL DOCUMENT SIZE IS 11X17. CORRECT SCALE IS NOT GUARANTEED IF REDUCED OR ENLARGED

# **ATTACHMENT 3**

## **EQUIPMENT LIST**

### **Cell-On-Wheel (COW) SITE**

**Applicable Sites:** SCECART, SCELNIDO, SCELGNBL, SCEMADR, SCEMERC, SCEMESA, SCEMNRV, SCEMRGO, SCELONG, SCESTUD

- Antenna Support Hardware
- LTE Antennas and line x3
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame as part of COW trailer
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)
- PPC Cabinet (at all LTE sites)

## **Attachment 4 Generator Requirements**

### **General Requirements**

Licensee shall use only diesel generator/fuel tank combinations that have received a UL-2200 and UL-142 listing, with double walled fuel storage no greater than 55 gallons. The diesel engine shall conform to EPA Tier 1 non-road emission regulations.

The electrical generator operation sound level shall meet all local municipal and OSHA requirements. Noise surveys and studies are required for each cell site in areas near employees, and in residential and commercial areas. Noise abatement and mitigation measures recommended by the studies shall be implemented by Licensee. Licensee shall install sound enclosures, as required, to meet this criteria.

Testing of the diesel generator shall be limited to less than 30 minutes per month.

The emergency generator electrical system shall not parallel with the SCE utility system.

**Parking:** Other than as required during installation, repair and maintenance of the generator, Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the SCE's Property unless specifically approved in writing by SCE

**Refueling.** Licensee shall install a grounding system at the fuel truck parking location. Fuel trucks shall be properly grounded for safe refueling operations in the vicinity of high voltage conductors and equipment. If used, diesel fuel trucks on SCE right of ways are to be limited to a size not to exceed 250 gallons.

**Flammables, Waste and Nuisances:** Except as permitted under the Use Requirements attached herein," Licensee will not, nor allow others to, place or store any flammable or waste materials on the SCE's Property or commit any waste or damage to SCE's Property or allow any to be done. Licensee will keep SCE's Property clean, free from weeds, rubbish and debris, and in a condition reasonably satisfactory to SCE. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances.

**Pesticides and Herbicides:** Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

**Hazardous Waste:** Licensee will not engage in, or permit any other party to engage in, any activity on SCE's Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Except to the extent caused by the negligence or intentional misconduct of SCE or its agents, employees or contractors, Licensee will defend, indemnify and hold SCE, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or its agents, employees or contractors. Licensee shall immediately notify SCE (the "Licensee's Notice") in the event of a hazardous materials spill at SCE's Property. SCE shall have the right, upon written notice to Licensee (the "SCE's Notice") within a reasonable period of time given the circumstances following Licensee's Notice (but in no event, later than ten (10) days after SCE's receipt of Licensee's



Notice), to elect to perform the cleanup. However, in the event it is necessary for the cleanup to be performed within time frames shorter than that provided in the preceding sentence, or in order to prevent or to cure any immediate threat to health or public safety, SCE shall respond within twenty four (24) hours of its receipt of the Licensee's Notice. If SCE does not elect to perform the cleanup (or fails to respond to the Licensee's Notice), then Licensee shall be solely responsible to perform the cleanup (including the handling of any governmental required reporting and follow up monitoring or testing) at Licensee's sole expense. All cleanup shall be performed, at a minimum, to the extent of the minimum required regulatory standard and within the time frame required at law and/or by any regulatory agency. If SCE elects to perform the cleanup, Licensee shall reimburse SCE for the reasonable cost of the cleanup of the spill following the completion of the cleanup. All cleanup efforts shall be performed by a licensed contractor in good standing with the regulating agencies. Licensee's contractor for any cleanup performed by Licensee shall be subject to the approval of SCE, which approval shall not be unreasonably withheld, conditioned or delayed. Following the cleanup, the responsible party shall provide the other party with a summary report of the cleanup, including pre and post cleanup photos, sampling data and all waste manifests. The party performing the cleanup shall be responsible for any governmental required reporting and follow up monitoring or testing. Nothing in this section shall prohibit the party not responsible for the cleanup from reasonably participating in the cleanup.

#### **ADDITIONAL REQUIREMENTS FOR TRANSMISSION INSTALLATIONS:**

For installations away from towers: A minimum 50' or 100' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

For installations under towers: A minimum 2' clearance from the block wall enclosure to all tower steel and footings shall be maintained.

#### **APPROVALS**

Each proposed installation will be reviewed and approved by SCE before the Licensee seeks any local, municipal, AQMD or other required approvals. Such review shall include a job walk of each proposed site by SCE and Licensee.

Licensee shall have the sole responsibility to apply for, obtain and maintain all local, municipal, AQMD or other required approvals.

Licensee shall file for all locally required Business Emergency Plans before the start of construction with the appropriate Certified Unified Programming Agency to cover disclosure of chemicals such as battery acid and diesel fuel.

Licensee shall provide the following to SCE for SCE's review and approval before SCE will issue the notice to proceed with construction:

- (i) all local, municipal, AQMD or other required approvals;
- (ii) a revised one-line diagram (showing the emergency generator, transfer switch, etc.). The transfer switch shall be of the double-throw, interlocked design (break-before-make contacts);
- (iii) electrical-engineer-stamped copies of the updated and/or revised (as the case may be) facility grounding study. The grounding system shall include the configuration and size of the grounding conductor and meet all applicable requirements for the safe and proper operation of equipment in a high voltage electrical facility. All grounding drawings shall reference the ground potential rise study used to design the grounding plan. A grounding study for an existing cell site being revised, shall show all grounding installed for the initial cell site along with the proposed modifications; and

## **AGENDA ITEM M - ENCLOSURE**

(iv) an environmental disturbance study.

Once SCE has approved the installation and issued the notice to proceed with construction, Licensee shall not make any modifications or alterations to the installation without SCE's prior written approval.

## ATTACHMENT 2

## SITE ADDRESSES FOR SCE SITE

Site ID	Facility Name	Address	City	ZIP	Antenna Support Structure Type
SCECART	SCE - Extra Space Storage (Caruthers Self Storage)	10753 Artesia Blvd.	Cerritos	90703	Cell-On-Wheel (COW)
SCELNIDO	SCE - El Nido Substation	Marine Ave/Redondo Beach Ave	Hawthorne	90250	Cell-On-Wheel (COW)
SCELGMBL	SCE - Laguna Bell Substation	6420 Garfield Ave	Commerce	90201	Cell-On-Wheel (COW)
SCEMADR	SCE - Madrona Substation	21760 Madrona Ave	Torrance	90503	Cell-On-Wheel (COW)
SCEMERC	SCE - Merced Substation	1347 S Azusa Ave	West Covina	91791	Cell-On-Wheel (COW)
SCEMNRV	SCE - Monrovia Service Center	1440 S California Ave	Monrovia	91016	Cell-On-Wheel (COW)
SCEMRGO	SCE - Marengo Work Center	501 S Marengo Ave	Alhambra	91803	Cell-On-Wheel (COW)
SCELONG	SCE - Long Beach Self Storage	1000 W Carson St.	Long Beach	90810	Cell-On-Wheel (COW)
SCESTUD	SCE Studebaker Self Storage	698 Studebaker Road	Long Beach	90803	Cell-On-Wheel (COW)