



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, April 12, 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

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

AGENDA POSTED: April 5, 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>.

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.

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. March 1, 2018 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-D)

B. Director's Report – Scott Edson

- LTE Update
- LMR Update
- LA-RICS Grant Status
- Status of PSBN Agency Onboarding

Agenda Item B

C. Project Manager's Report – Chris Odenthal

Agenda Item C

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

VII. DISCUSSION ITEMS (E-F)

E. Outreach Update

Agenda Item E



F. PSBN Onboarding Update

Agenda Item F

VIII. ADMINISTRATIVE MATTERS (G-K)

G. APPROVE AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED JUNE 30, 2017.

It is recommended that your Board:

Approve to receive and file the auditor's report (attached) concludes that the financial statements are presented fairly in conformance with generally accepted accounting principles and State regulations governing special districts. The auditor's report also indicates that there were no findings of material deficiencies in LA-RICS' controls over financial reporting. The Single Audit report concludes that LA-RICS complied in all material respects with the types of compliance requirements that would have a material effect on each of its major programs.

Agenda Item G

H. APPROVE ACCEPT 2017 URBAN AREAS SECURITY INITIATIVE FUNDS

It is recommended that your Board:

1. Accept \$34,763,750 in grant funds from the Fiscal-Year 2017 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2017 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item H



I. APPROVE A SITE ACCESS AGREEMENT WITH THE COUNTY OF LOS ANGELES AND PERMITS TO ENTER WITH THE DISTRICT ENGINEER OF WATERWORKS DISTRICTS NOS. 29 & 40, AND AN AMENDMENT TO THE SITE ACCESS AGREEMENT WITH THE CITY OF PASADENA FOR LAND MOBILE RADIO SYSTEM SITES

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement (SAA) for site CCT, the Permits to Enter for sites DWP38 and WWY, and the amendment to an existing SAA with the City of Pasadena for site MIR to allow for all Land Mobile Radio (LMR) system work to occur at these three sites for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, as covered by the respective SAA and Permit to Enter, are within the scope of the activities previously authorized at sites CCT and MIR on December 17, 2015 and at sites DWP38 and WWY 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. Find that (a) approval of the Permit to Enter for site TOP to allow for all Land Mobile Radio system work to occur at this site is (a) within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LA-RICS LMR System previously certified by your Board under CEQA on March 29, 2016; and (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.
3. Authorize the Executive Director to finalize and execute agreements and permits substantially similar in form to the enclosed SAA, Permits to Enter and Amendment to SAA.

Agenda Item I



J. APPROVE MODIFICATION TO THE DELEGATION RELATING TO USE OF LA-RICS PUBLIC SAFETY BROADBAND NETWORK DEVICES MEMORANDUM OF UNDERSTANDING

It is recommended that your Board modify the delegated authority relating to execution of MOUs for the loan of PSBN devices to now include user equipment and/or devices (1) purchased via the PSBN Devices Master Agreement, or (2) contemplated as part of any Board approved agreement, including but not limited to the PSBN Agreement, AT&T Transfer Agreement, No-Cost Agreements, etc.

Agenda Item J

K. APPROVE SITE ACCESS AGREEMENT WITH FALCON CABLEVISION, A CALIFORNIA LIMITED PARTNERSHIP, FOR A LAND MOBILE RADIO SYSTEM SITE

It is recommended that your Board:

4. Find that (a) approval of the SAA for the Agoura Hills (AGH) site listed in Enclosure 1 to allow for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site 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.
5. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with Falcon Cablevision, A California Limited Partnership.

Agenda Item K

CONTINUED FROM MEETING OF MARCH 1, 2018

IX. MISCELLANEOUS – NONE

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



XI. CLOSED SESSION REPORT

1. CONFER WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8.

LA-RICS Negotiators: Sonia Chan

XII. ADJOURNMENT and NEXT MEETING:

Thursday, May 3, 2018, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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

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

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

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 REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, March 1, 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

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.
Chris Nunley, Chief of Police, City of Signal Hill Police Dept.

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.
David Povero, Captain, City of Covina Police Dept.

Officers Present:

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

Absent:

Joe Ortiz, Chief of Police, City of Sierra Madre Police Dept.



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. March 1, 2018 – Regular Meeting Minutes

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

Ayes 8: Chidester, Donovan, Fronterotta, Nunley, Geiger, Bundesen, Gialamas, and Povero.

MOTION APPROVED

IV. PUBLIC COMMENTS – (NONE)

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-D)

B. Director's Report – Scott Edson

Executive Director Edson stated we continue the process to migrate from our Public Safety Broadband Network (PSBN) to AT&T and the business processes with National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA). We are working closely with AT&T and they appear truly dedicated to ensuring the best possible PSBN service for the region.

More than 1,500 police, sheriff and fire trucks in the region are live on our Band 14 now and we continue to encourage the installation of Band 14 devices in emergency vehicles since those may be the only vehicles available with a PSBN network connection during a major emergency or disaster. We are awaiting new SIMS and routers that will work on the full AT&T spectrum with FirstNet services, which will



require a swap out of the old equipment and change the backhaul from our sites to connect directly to the AT&T FirstNet core. The best way to explain how this will work is that it will be done one site at a time with most of this completed by July 1, 2018, because our spectrum lease expires and so does our first year of PSBN maintenance.

Executive Director Edson and LA-RICS staff met with Los Angeles City representatives and provided an update on FirstNet, AT&T FirstNet services and the agreement, explaining the importance of the 21 Los Angeles City sites we built to public safety grade within Los Angeles City. We emphasized how important it is to the region to retain those public safety grade sites. Executive Director Edson stated that he met a second time with Los Angeles City representatives where FirstNet and AT&T described the FirstNet program, the California opt-in program and AT&T FirstNet services. Los Angeles City representatives indicated they will now start discussions and meet with AT&T for site access and a separate discussion and meeting on the AT&T FirstNet services for consideration.

Since the first of the year, Executive Director Edson stated he also attended monthly meetings with the State and AT&T on Statewide progress, providing them with expertise and guidance and championing the process to ensure that any discussions with AT&T FirstNet follow all the current state, local, mutual aid and emergency management principles for local control.

As for Land Mobile Radio (LMR), we are still on schedule under the 20/20/20/20 plan, which as you know is aligned with grant funding with everyone having to work harder in certain areas to maintain that schedule. We have had to move sites and monies around to ensure sites are constructed and aligned with available Urban Areas Security Initiative (UASI) funds, the grant period and their closing dates. Many issues factor into that coordination and adjustments, like weather, environmental restrictions, resource issues, etc.

Executive Director Edson went on to state LA-RICS continues to meet with cities, members and non-members, to update them on LA-RICS, both LTE and LMR, FirstNet and Early Adopter LMR Opportunities. In the outreach update, you will see that we met with Pasadena, Covina, Downey, Santa Fe Springs and Pomona.

Agenda Items before you today include a Site Access Agreement (SAA) for Agoura Hills, which has been almost two years in the making. Also before you is approval of a LMR Standard Operating Procedures (SOP) policy and approval of an amendment to the Motorola contract.

Executive Director Edson stated Motorola has been a great partner and they have taken their services up a notch by giving Los Angeles its own Regional Manager. The significance of this contribution is territory statewide and territory sales from project



management from their company over the years. There is only one area in the country that has an Regional Manager and that is the City of New York. Motorola recognizes that Los Angeles and the LA-RICS project is extremely important, along with all the cities in Los Angeles so they have dedicated a new process to ensure that Los Angeles; their second largest only retail territory in their company will have a Regional Manager dedicated to Los Angeles for statewide support and sales. Executive Director Edson introduced Scott Lees from Motorola. Mr. Lee stated the Los Angeles region use to be part of our wider territory, which is made up of seven to eight western states and as Scott Edson mentioned earlier, Motorola recognizes the need to make this territory its own and not part of a wider territory, so in the past this territory was ran by a territory Vice President and really controlled how we deal with our customers with a lot of states, so there was competition with those resources. We know that Los Angeles is important enough to make it its own territory along with the City of New York and I am the territory Vice President that is responsible for Los Angeles.

Executive Director Edson stated he had the opportunity to entertain a few individuals from Hong Kong Police Department who wanted to see our project and how we manage it as well as LTE and LMR sites. They are hoping to build a dedicated data network public safety system in Hong Kong.

Project Manager Chris Odenthal will provide more details on the LMR project, in his report.

Lastly, a couple weeks ago, I participated with a group of public safety professionals from New York Police (NYPD) and Fire Departments and Boston Police and Fire Departments and we went on Capitol Hill where we met with staffers from Congressional members about the T-Band issue. All of these agencies want the T-Band take-away law repealed and indicated there is no spectrum to move to and NYPD estimated the cost to move at 1.8 billion. That excluded Fire, EMS, and the cost to replace current in building radios that city ordinance require be installed. Over the last couple of weeks, many other groups also visited Capitol Hill with the same message. Just a couple days ago, a bi-partisan bill was introduced to Congress by New York Representatives Engel and Zeldin calling for the full repeal of the T-Band take-away and Auction. It is called "Don't Break up the T-Band Act, H.R. 5085". The reason they call it "Don't Break up the T-Band Act" because there are still a lot of business users that are in the T-Band section that are not impacted by the law and remain there, so they do not understand how they could break up the T-Band and leave business people there and auction off the rest of it.

There were no questions at the conclusion of the report.

C. Project Manager's Report – Chris Odenthal

Project Manager Chris Odenthal stated Executive Director Edson briefed your Board on how everything is progressing and I will provide additional information on some of those items. We bifurcated LTE 1 and LTE 2. LTE 1 is everything LA-RICS has built, we've been talking to your Board about Cell-on-Wheels (COWs) for the last 18-months and Motorola has turned them on and done drive testing and they are operating today. This was the final piece to LTE 1 infrastructure. There is one site; LAC/USC Medical Center, which is having the antennas shifted but this is the last piece for LTE 1.

There is a significant amount of work on how we are going to transition LTE 1 over to AT&T. We have gone through all the assets that we have purchased and made sure AT&T is updated with what LA-RICS is planning on retaining and what is being transferred to AT&T as part of the deal for those sites. The assets remaining with LA-RICS are towers where we have LMR installations as well. Specifically, LASD Temple Station and LDWP243, which sits above the aqueduct where the 5 and 210 freeways intersect, along with a number of routers that we plan to retain. LA-RICS is working on how we are going to transition the user equipment from the field and this will not be a simple process and the Televate and Ted Pao's team are working on this transition piece.

Project Manager Odenthal stated for LTE 2 LA-RICS submitted its proposal to NTIA for the remaining release of its BTOP funds. We had three objectives; the first one is augmentation for coverage of the additional 26 sites, the purchase of cell on light trucks (COLTS) for rapid deployment to fires, events or emergency services and the purpose of having a unified data platform, which is interoperability amongst data. The third objective is to study and implement applications governance structure within Los Angeles County and explained the process in detail. NTIA is currently reviewing the three objectives and we asked for a mini-augmentation of \$350,000.00 to get started on development of the 26 sites for 20/20/20/20 plan. Some of those sites will be located in the forest to provide coverage for both law enforcement and fire response and another half of them will be urban sites, specifically targeting areas where AT&T would like to have sites. We need to examine constructability, environmental and site ownership aspects for each of those sites and this is what the mini augmentation is for because once the plan is approved by the end of April, we can bring an approval to your May meeting. If the augmentation happens in March, we may request a special meeting in order to approve contract amendments for receipt of those funds.

Board Member Alexander stated that the forest was mentioned as part of LTE 2 and asked how deep into the forest. Project Manager Odenthal stated we are developing 13 LMR locations within the forest; we will not be building new sites for LTE in the forest but attaching to the LMR sites to cover the interior of the forest if granted permission by the USFS. Counsel Moore asked is there coverage along the 2



freeway. Project Manager Odenthal stated not in your city or urban area that is already covered by existing sites. There are additional sites that AT&T has identified in the other half of the 26 sites and there is one potential site, which is LASD Crescenta Valley Station. Board Member Alexander stated it would be helpful if you provide a map to show coverage of the forest.

Board Member Alexander asked who LA-RICS is currently working with to obtain access to CRN? Program Manager Odenthal stated that we are working with La Canada Flintridge Consultant Kent Barr. Will you be permitting from the City or the County? Program Manager Odenthal stated that the permitting agency for this site is Los Angeles County Department of Public Works; however, we can also share the plans with La Canada Flintridge as well. Board Member Alexander said that he would further discuss this site with Counsel Moore.

Project Manager Odenthal provided an LMR PowerPoint presentation to the Board that included an update on the completed, active and the next set of sites up for construction.

In regards to UASI 13, we've been working towards this for about ten (10) months, we have given Motorola. LA-RICS has 15 days to process and close out the grant and turn it over to the City of Los Angeles, who is the grant administrator. They will take two (2) weeks to process and then back to CalOES and FEMA for routing approval and acceptance. At the beginning of February, we sat down with Motorola and discussed a true-up of what is going to be accomplished by March 1, 2018. That true-up moved original scope that Executive Director Edson referred to in UASI 13 going into UASI 16 because it was not going to be accomplished by the grant deadline. There was movement across most of the sites from 13 and 16, the dominate pieces were the Criminal Courts Building (CCT) located downtown. The generator run is about \$197,000.00 in scope and was not going to be accomplished by March 1, 2018. For VPK work started however, drilling is very slow apparently there's a lot of granite on the location and the soil took a long time to penetrate, so we were not able to get all the tower foundations secured and also the subsequent generator and shelter done in time so that scope was moved to UASI 16. Finally, the Pomona Courthouse, we were speaking to the new Police Chief appointed yesterday and this installation was part of UASI 13, but the permitting did not occur in time for that work to start in UASI 13 so this scope also shifted to UASI 16. We were able to bring in as much of the installation work on the other tower sites, which we had programmed for UASI 16. This work (installation of lines and antennas) was moved into UASI 13. At the end of the day, we are spending our grant requirements and grant scope requirements and remaining scope for our first 23 sites will shift to UASI 16. The Authority is moving right along and the shifts have been taken care of and balanced out between the two (2) funding years available. We are here to report that we will fully deplete all of UASI 13 and UASI 16 will march forward without issues and those sites will begin shortly.



Project Manager Odenthal stated moving into what we have accomplished, our active sites in the last year. All of those sites are initiated in January 20, 2017, are now Phase 2 complete as of March 1, 2018. As the Executive Director Edson stated our 20/20/20/20 plan, we are still marching toward our goal. What you see in orange is completed sites and purple are the active sites, which is a part of UASI 13 and 16.

The completed sites are listed below:

1. TPK
2. PLM
3. HPK
4. ONK
5. VPK
6. CCT
7. CCB
8. MVS
9. SDW
10. POM

The active sites are listed below:

1. BMT
2. MLM
3. MMC
4. LDWP243
5. LASDTEM
6. APC
7. PHN

The next PowerPoint Slides presented are listed below:

- TPK (construction activity as of today)
- MMC (will provide documentation to CalOES and city on time)
- SDW (connection between county shelter and the new LA-RICS shelter)

Board Member Alexander asked if this site was in the Via Verde area and Project Manager Odenthal stated yes correct. The site is at the 57 and 10 freeways and covers the south facing slope of the Angeles in the Eastern San Gabriel Valley. It also serves as the hub for the microwave connection to Orange County Sheriff's Department, which will allow for the P25 ISSI connection into their network when they are ready. Very similar to why we are putting a microwave connection at Claremont Police



Department because San Bernardino has a microwave link at that location. This speaks to the next level of LA-RICS, which is the unified public safety communication network for Los Angeles, San Bernardino, Orange and eventually San Diego/Imperial. Board Member Alexander asked if the area particularly in Kellogg hill does it reach West Covina and Covina area. Project Manager Odenthal stated to a certain extent, one of the reasons we have been pursuing a site at the La Puente Landfill is because that is the site that does peak around as well as BKK. Captain Doug Murray in West Covina has been working on trying to get us a SAA for BKK and BKK will serve the area that Board Member Alexander mentioned.

- PLM (infrastructure and equipment is installed)
- MVS (new tower is up and old tower will be coming down)
- ONK (new tower and existing shelter)
- VPK (tower foundation and cement to be poured next week)

Project Manager Odenthal stated the next sites up is generally the same we highlighted where you would see additional sites. The left side of the PowerPoint slide is missing SGH, it is our intention to move forward with that site for UASI 16.

The next sites up are listed below:

1. CLM
2. UCLA (roof top installations difficult installations but very beneficial)
3. UNIV (roof top installations difficult installations but very beneficial)
4. AGH
5. CRN
6. LAN
7. OAT
8. POM

There was no further discussion.

D. Joint Operations and Technical Committee Chairs Report – Ted Pao and Kyle Zuniga

Joint Operations and Technical Committee Chairs Ted Pao and Kyle Zuniga provided and update to the Board. Battalion Chief Zuniga stated that we are currently in the process of developing early deployment, workgroup and policy to the Joint Operations



and Technical Committee for submittal through committee for the March meeting. We are identifying, developing testing, and workgroups to validate our system for our early onboarding users. We are also revising and updating policies, which include our RT security policies and our LMR early onboarding policies. Mr. Pao stated we are also working on Standard Operations Procedure (SOP) to get our network ready to take on subscribers and to ensure the network operates orderly, with a structure that can sustained itself long-term. The working group has been meeting once a week to go over policies and to revise them when necessary. Battalion Chief Zuniga stated we would present the SOP later in the Agenda.

Executive Director Edson added the Joint Operations and Technical Committee is going to focus on operational aspects of LTE and LMR, we are going to work with AT&T, FirstNet and look at user adoption for various applications that would bring additional value to public safety. LA-RICS wants to be part of the leadership for the common operating picture for all of Public Safety here in Los Angeles County, member or not. We want to continue as some sort of consortium so we can share and help the region, AT&T and FirstNet and assist with LTE aspects as well.

There was no further discussion.

VII. DISCUSSION ITEMS (E-G)

E. Outreach Update

Executive Assistant Wendy Stallworth-Tait provided the Outreach Update and highlighting a few outreach meetings that included ongoing meetings with AT&T. Executive Assistant Stallworth-Tait also stated there were meetings with the cities of Pasadena, Covina, and Santé Fe Springs to discuss Early Adopter Opportunities, which Executive Director Edson and Project Manager Odenthal mentioned the purpose of those meetings in detail. Lastly, the latest edition of the Network went out on January 31, 2018.

There was no further discussion.

F. PSBN Onboarding Update

Executive Assistant Stallworth-Tait provided the Onboarding Update and highlighted that two (2) demo kits were delivered to Long Police Department for testing and configuration for use at the Grand Prix in April.

Going forward the PSBN onboarding team will transition to working with AT&T to migrate the PSBN core, routers, and VMLs to the FirstNet NPSBN. There was also continued engagement with agencies who currently have test demo kits as well as

technical coordination meetings to support the transition to FirstNet. LA-RICS will continue to work with the Sheriff and Fire Departments on transitioning devices into the AT&T FirstNet system.

There was no discussion.

G. Quarterly Update on No-Cost Agreements

Contracts Manager Jeanette Arismendez presented Agenda Item G, the Quarterly Update on No-Cost Agreements which were executed during Q4 2017. Contract Manager Arismendez informed the Board that six (6) No-Cost Agreements were executed, one of which was above the \$100,000 threshold but indicated that this particular agreement was presented to the Board in October 2017 and the Board authorized the Authority to proceed.

Director Gialamas asked if all are in effect and Contracts Manager Arismendez stated there are two (2) that are no longer in effect, Mutuallink and Rescue 42.

There was no discussion.

VIII. ADMINISTRATIVE MATTERS (H-J)

H. APPROVE SITE ACCESS AGREEMENT WITH FALCON CABLEVISION, A CALIFORNIA LIMITED PARTNERSHIP, FOR A LAND MOBILE RADIO SYSTEM SITE

Executive Assistant Stallworth-Tait presented to the Board Agenda Item H, approval of a Site Access Agreement (SAA) with Falcon Cablevision, a California Limited Partnership, for a LMR system site in Agoura Hills (AGH). Your Board may recall this site came before you in July 2016 for approval and at that time, the Communications License Agreement was with the Home Owner Association (HOA) Morrison Ranch. Later it was determined the Morrison Ranch had granted an exclusive easement to Falcon Cablevision, thus the HOA no longer retained the right to grant us use of this site. Executive Assistant Stallworth-Tait introduced Real Estate Counsel Sonia Chan who provided the Board with details on the changes from the original agreement as it relates to the indemnification language.

Counsel Chan stated that Falcon Cable proposed to make a modification to the indemnification provision typically in our standard contracts that states LA-RICS agrees to indemnify for any damages caused by LA-RICS Authority. In this case, however, Falcon Cablevision is not currently using the property and we would be the only user for the foreseeable future although, we are allowing to reserve the owners right to use any of the property that LA-RICS is not using. The negotiations have been



very tough, the lease cost is gratis, and Falcon Cablevision feels strongly that they want us to indemnify them for third-party claims unrelated to Falcon's acts or omissions. This is what is proposed for the modification to the indemnification language, and we did preserve the language requiring the owner to indemnify us of any harm or damages that were caused by the acts or omissions of Falcon, and their assignees and or licensees.

Alternate Board Member Geiger asked how you are defining third-party users. If you have one pool that is LA-RICS and the other pool is Falcon Cablevision and in the middle you have a whole range, anywhere from invitees, guest or trespassers, how are those categorized? Counsel Chan stated we do not specify any differential between those categories; we would indemnify from any activity on the LMR site excluding harmful activities caused by the acts or omissions of the owner and their assignees and licensees. Board Member Alexander stated he wonders if we are running these agreements through the Joint Powers Insurance Authority (JPIA) because we are a member of a self-insurance pool, and they should be aware of these agreements and providing input. Counsel Truc Moore stated when we have done that in the past with other agreements so we can add a site to our property schedule and add the site to our policy.. Counsel Moore add that this site in particular is behind a HOA; is not open to the public, its vacant land, and has an old tower on the property that is not being used. There is no active cable company at this site; we would be the only people at this site. Charter's position is that they are not using the site at all and leasing it out to LA-RICS on a gratis basis, making it unfair to the owner to pick up for unrelated third party claims when LA-RICS will be the only one using the site. Board Member Alexander asked that the JPIA look at the contemplated indemnity language. Alternate Board Member Geiger stated he thinks our insurer needs to be included in these discussions. He also stated he agrees with Counsel Moore the likelihood of this risk is very small, but in that instance he prefers that the landowner take on the liability. Counsel Moore stated she understands the Board concerns and that staff has tried to get this site for two (2) years pursuant to a gratis lease. In addition. Counsel Moore added we will also have the JPIA review the agreement as well. Alternate Board Member Geiger requested staff report back on the JPIA's comments. Counsel Moore stated LA-RICS will run it by the JPIA and if there are no issues with the language, delegated authority would be given to the Executive Director. If there were issues, staff would report back.

Counsel Moore read a revised motion for staff to:



1. Staff is to confer with the JPIA to get their feedback on coverage as it relates to our current policy; and
2. If the JPIA reports back the coverage is consistent to what is provided to LA-RICS then delegated authority is provided to the Executive Director for execution of the site access agreement.

Board Member Alexander stated if the JPIA comes back with an issue it should come back to the Board.

Was amended and Alternate Board Member Gialamas motioned first, seconded by Board Member Chris Nunley.

Ayes 9: Chidester, Donovan, Alexander, Fronterotta, Nunley, Geiger, Bundesen, Gialamas, and Povero.

AMENDED MOTION APPROVED

Board Member Alexander also asked if LA-RICS has been working with the Morrison Ranch HOA in the area and is this site within the incorporated area of Agoura Hills. Program Manager Odenthal stated yes, we presented to the Morrison Ranch HOA and have met several times with representatives from the City of Agoura Hills.

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

Technical Committee Chair Ted Pao presented to the Board Agenda Item I, and stated the joint Technical and Operations Committee is recommending your approval of the policy requiring a Standard Operating Procedures (SOP) be prepared and delegating authority to the Executive Director to prepare and implement the SOP as well as to update the SOP as necessary in the future working in combination with various ad hoc workgroups of the joint Technical and Operations Committees.

Director Gialamas asked Technical Committee Chair Pao to provide a high-level overview on what this procedure is authorizing. Operations Committee Chair Kyle Zuniga stated for the record this is a policy for the LA-RICS LMR System requiring that a SOP be prepared relating to operational guidelines, technology specifications, and technology requirements including cybersecurity. The SOP will detail procedures for the LMR System. The SOP will be utilized by LA-RICS member agencies, subscribers, emergency responders and support personnel.

Board Member Alexander inquired if the details to the policy are provided elsewhere or is what is presented the extent of the policy. Contracts Manager Arismendez stated

the item before you is a procedure policy and if your Board was to approve it would allow the Executive Director to prepare and implement the Standard Operating Procedures. This is a policy to delegate authority to the Executive Director to implement standardize procedures, as we get ready for LMR to go live.

Counsel Moore stated the SOP is a confidential document usually developed by technical staff and reviewed and approved for use by the Executive Director. Generally, the Board will adopt a broad policy that delegates authority to the Executive Director for these technical matters, and this is what the staff is recommending. Board Member Alexander stated if that is the case than at the bare minimum, a sub-committee of this Board should look at the SOP and provide recommendations back to the Board. Counsel Moore stated yes it is structured so that the ad hoc working groups of the Technical and Operations Committee reviews, however, if the Chair of the Board wants to structure its own ad hoc sub-committee, the Board can absolutely do so.

Board Member Alexander stated he did not feel comfortable with voting and if they were voting he would vote "NO" because the (Board/Ad Hoc Committee) should make a recommendation and bring it back to the Board. Counsel Moore stated if the Chair of the Board wishes to have an Ad-Hoc Committee review of the SOP, that was fine. Director Gialamas stated we have to be careful on how we get involved in the daily technical operations. The Board's structure is not to interfere with LA-RICS operations; we leave the technical matters to the committees and the Executive Director. We need to find that balance and your point is well taken Board Member Alexander. Board Member Alexander stated to have an Ad-Hoc Committee to do an overview on these kind of items and provide some knowledge of what we are adopting is sufficient for him.

Director Gialamas asked for any other comments by the Board Members and Alternate Board Member Geiger stated when we spent a great deal of time, effort and resources to select the Executive Director because we did not want to micro-manage these issues. Alternate Board Member Geiger stated he is not averse to having an Ad-Hoc Committee review but also recognized that he is comfortable leaving that decision to the discretion of the Executive Director. Board Member Chidester inquired whether this item is time sensitive, because if not we can delay it and put together an Ad-Hoc Committee. Board Member Nunley stated his concern is that he does not specifically understand what this item is, as a Board Member of LA-RICS but he also represents his own agency and at some point being an end user and inquired how does this SOP affect him as an end user? Board Member Alexander stated Board Member Nunley echo's his concerns as well and stated a table of contents would be very helpful to understand the SOP.

Counsel Moore stated the Board is not being asked to approve the SOP, the Board is being asked to approve the policy, which allows for creation of the SOP as well as delegation to the Executive Director to adopt the SOP because he is working with the Ad-Hoc Committees. If the Board wants to change the recommendation to defer the item to create an Ad-Hoc Committee to review the SOP and make a recommendation to the Board that is fine. Lieutenant Judy Anderson provided some additional information as a Vice-Chair to the Joint Technical and Operations Committee.

Director Gialamas stated he would like to create a small Ad-Hoc Committee based on Board Member Alexander's recommendation. Director Gialamas stated he has some recommendations on changing the policy language and he can help rewrite it as well. Director Gialamas stated he would develop an Ad-Hoc Committee comprised of Board Members Mark Fronterotta, Chris Nunley, Chris Donovan and Alternate Board Member Chris Bundesen to address the SOP.

MOTION DEFERRED AND AD HOC COMMITTEE WILL BE CREATED BY CHAIR

J. APPROVE AMENDMENT NO. 32 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

Contracts Manager Arismendez presented to the Board Agenda Item J, approve the reconciliation of three (3) sites as well as a cost neutral administrative reconciliation in connection with the NMDN Subsystem to align all corresponding per site NMDN costs to a single line item cost.

1. Approve Amendment No. 32 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931.
 - b. Reflect a cost neutral administrative reconciliation in connection with the NMDN Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$4,131,931 of from \$300,051,310 to \$295,919,379 when considering the cost decrease.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 32.



4. Delegate authority to the Executive Director to execute Amendment No. 32, in substantially similar form, to the enclosed Amendment (Enclosure).

Board Member Alexander stated he recognized that this is a decrease in cost but was there an increase to restore the sites. Contracts Manager Arismendez stated that no additional costs were incurred.

Alternate Board Member Kay Fruhwirth motioned first, seconded by Board Member Cathy Chidester.

Ayes 9: Chidester, Donovan, Alexander, Fronterotta, Nunley, Geiger, Bundesen, Gialamas, and Povero.

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

The Board did not enter into Closed Session.

XII. ADJOURNMENT and NEXT MEETING:

The Board meeting adjourned at 10:27 a.m., and the next meeting is on Thursday, April 12, 2018, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Executive Summary

April 12, 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 starting.
- The Authority submitted its PSBN Round 2 Project Implementation Plan (PIP) to NTIA on February 15. The PIP is under review and the Authority is requesting a final answer by April 27th.

LMR Update

- Zoning Drawing – 17 Sites are at ZD level, 11 of which are approved to proceed to 50% Level Drawings.
- 50% Construction Drawings – 14 Sites are at 50% level, 4 of which are in development for 75% Level Drawings.
- 75% Construction Drawings – 6 Sites are at 75% level and 0 sites are approved to proceed to 100% level.
- 100% Construction Drawings (Prior to submission for Building Permit) – 4 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 |

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,456	\$4,337,822	\$-	\$902,634	5/31/19
UASI 17	\$34,763,750	\$-	\$-	\$-	5/31/20
UASI 18	\$35,000,000	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$120,117,137	\$-	\$115,013,790	\$5,103,347	9/30/20

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	1051
LACoFD	Installations in progress.	545
Inglewood PD	Received 15 additional routers.	23
Claremont PD	Two routers in use.	2
Bell PD	Two routers in use.	2
Covina PD	Two routers in use.	2
UCLA Health	Mobile Stroke Unit in operation.	1
Health Services / EMS	Request for antennas for 3 routers under investigation.	3
El Segundo Fire & PD	Two routers in use.	2
Signal Hill PD	Response from AT&T regarding the type of router they are willing to provide is on hold pending final plans of router migration to FirstNet	0
La Verne PD & FD	Installation of 2 router is pending availability of out of service vehicles.	
Long Beach PD	Two Demo delivered for testing and configuration for use at the Grand Prix in April.	2
Sierra Madre PD & FD	Elected to postpone their decision to accept LA-RICS routers.	2

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. 72
For March 2018
Submitted April 3, 2018

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LTE-1 UPDATES

Site/Civil/Closeout

- Motorola has completed all testing and integration of the nine (9) SCE COW's. MSI will begin working through all outstanding punch list items for each site making corrections and assuring all mechanical and technical aspects for each site are completed to the standards and specifications for the PSBN program. LA-RICS internal operations team has begun reviewing KPI's from all of the drive test data collected by Ericson engineers during the site shake down. Any performance issues found during our review will be addressed in the operations meeting held weekly.
- The Office of The Statewide Health and Planning Department (OSHDP) issued the permit to MSI and their contractor earlier this year LACUSC. Construction/Installation has begun on the site and it is expected to be complete within the next month.

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

The current events the team is focused on is the Long Beach Grand Prix.

A host of activities play an important role allowing the techs and engineers to monitor and better target areas within the system for quality assurance providing first responders the highest quality service through the LTE PSBN.

Current preparations and activities:

• Testing

- ◊ ATT – Priority
- ◊ 75 phones
- ◊ 25 Routers
- ◊ ATT Sims (LASD connections only)
- ◊ Verizon Sims and Mobile cards
- ◊ Initial Test for POD-Runner (LTE Mobile site)

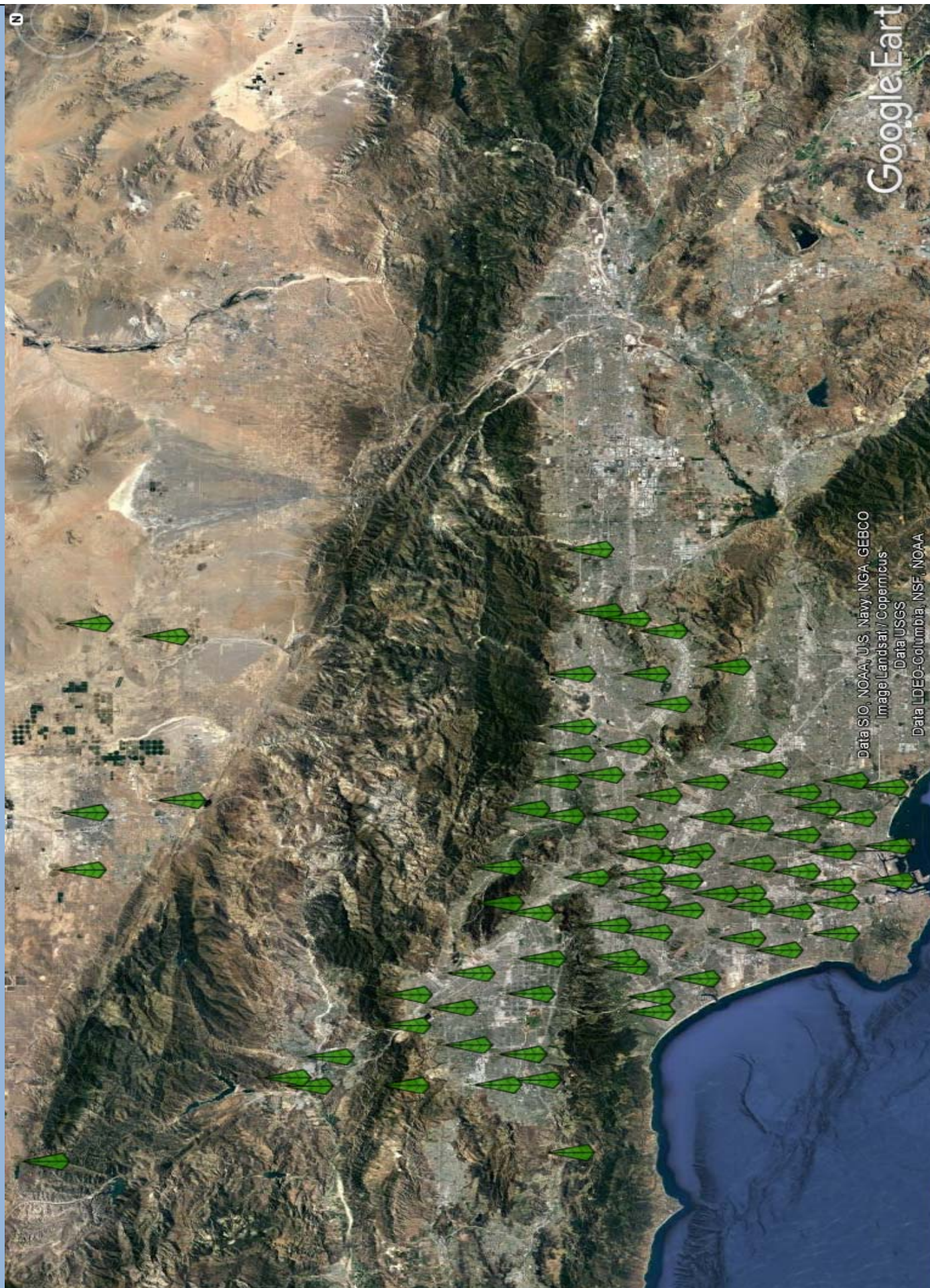
• Devices

- ◊ Antennas for testing
- ◊ Camera/video placement
- ◊ Testing scenarios
 - ◆ Video comparison
 - ◆ UL & DL

LTE 2 Updates

The Authority submitted the LA-RICS PSBN Round 2 Project Implementation Plan (PIP) to NTIA on February 15. NTIA provided an initial set of comments and the Authority responded March 26th. The Authority has requested a final response from NTIA by April 27. The PIP contains three Objectives: 1) Coverage Augmentation, 2) COLTs, and 3) Interoperable Applications. A pool of 40 candidates (site locations) will be the focus of Objective 1 all of which will be subjected to the environmental process. Out of the 40 candidates, 26 plus sites will be selected for construction. The candidates are a mix of both new locations and existing, or to be constructed, LMR sites. These sites were elected for the PSBN Round 2 project by both ATT engineers and LARICS in order to address the needs of public safety in both the mountains as well as in the urban areas based on the existing commercial AT&T footprint. AT&T provided a letter of support of the PIP to NTIA and the letter was submitted as part of the Authority's overall submission. Both LARICS and ATT are committed to moving forward without delay to bring the resources needed to make Round 2 a successful program. LA-RICS has weekly ongoing meetings with ATT to continue narrowing down any outstanding items supporting the previous requirements for transition of all users from the current PSBN Core to the ATT network Core as well as devices previously chosen to support Public Safety.

LTE-1 SITES



LMR UPDATES

Environmental Update

- Attended an in person meeting with USFS staff at the Angeles National Forest Headquarters on February 28.
- Attended a teleconference with FEMA and Cal OES on March 5. As a follow up item from that meeting, on March 13 we provided a sample spreadsheet to FEMA that shows the regulatory sources of mitigation measures required during construction at LMR sites.
- Continued to review Pyramid's and FCS's pre-construction forms and weekly and daily compliance reports.
- Continued visits to LMR sites.
- Received concurrence from SHPO on March 1 on the 620 Form submitted for Site INDWT.
- Received concurrence from SHPO on February 21 in response to the 620 addendum letter that was submitted for polygon change at Site RIH.
- Provided revised internal draft of the Initial Study/Mitigated Negative Declaration for Site INDWT for Authority and legal counsel review on March 20.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 751 persons as of March 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). 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 continues to drive the submittal of the Proposal and SF 299 special use permit (SUP) application packages for proposed construction and operations of LMR sites on the ANF. Jacobs continues to meet weekly with MSI to drive MSI in completing an LMR system design compliant with the ANF's Land Management Plan that meets system needs, and is working with MSI in developing a P6 schedule associated with successful Proposal and SUP submissions. Under the temporary SUP, the geotechnical investigation for the USFS sites is being re-accomplished at 3 sites where design alterations have resulted in tower relocations; radio spectrum fingerprinting-noise floor modeling studies are also pending completion. Jacobs and Authority staff continue to meet with key ANF on a monthly basis.

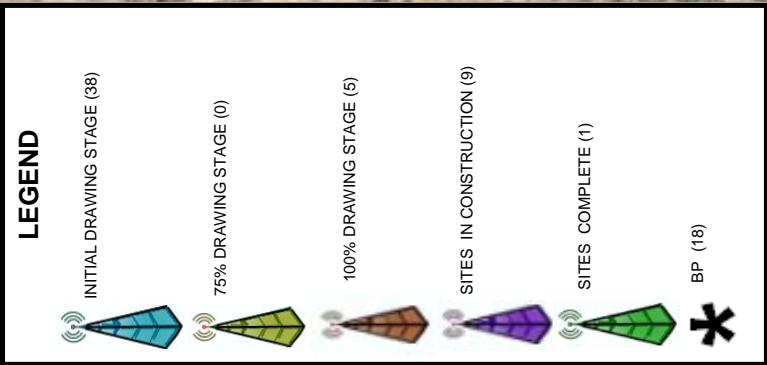
Budget

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

Site/Civil

- The Authority and Motorola were able to achieve all UASI 13 spending requirements.
- The LMR Radio Frequency (RF) System Design is on-going and at times very dynamic with updates and changes supporting the network microwave design. The base RF Voice layers are complete from a design perspective although there may be tweaks to individual sites based on tower heights. MSI's initial review of the Backhaul design, including all field path studies, have been completed except for San Pedro Hill (SPH). All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues. Several sites are still under consideration for exact location due to backhaul availability.
- 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 03/23/2018 nineteen LMR Building Permit Applications have been approved and construction is underway on all nineteen sites.
- 22 each 100% CD's have been received for review and approval by the authority as of 03/23/2018 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 03/23/2018 twenty seven (27) executed SAA's are in place.

LMR SITES





Monthly Report #55

Reporting Period: 2/16/18 thru 3/15/18

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site 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, 2016 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 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 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 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 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 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.

This report covers the period from 2/16/18 thru 3/15/18

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, 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 sketch development and submittals, site survey walks, 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. 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, and Site Conditions.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
Construction (10 of 10 UASI 12&14 Sites (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN); 7 of 8 UASI 13-funded sites (MMC, MVS, ONK, PLM, SDW, TPK, VPK)	In Process
Staging	
Microwave/Backhaul – Manassas, VA	In Process
FNE Installation	
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
LA-RICS Deliverables	
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

Activity Name	Planned Status
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Activity Status
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction (10 of 10 UASI 12&14 Sites (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN); 7 of 8 UASI 13-funded sites (MMC, MVS, ONK, PLM, SDW, TPK, VPK)	On Going
Staging	
Microwave/Backhaul – Manassas, NJ	Complete
FNE Installation	
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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going

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Activity Name	Activity Status
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
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
Review and Approve design baseline site parameters & design sections	On Going
Contract True-up of site designs and equipment for each site	On Going
Site Design	
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
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring	On Going
FNE Installation	
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 Process	Authority	Med	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active

Title	Assigned	Impact	Risk Description	Status
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 slow A&E documentation and construction progress.	Active

4. Areas of Concern

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

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

5. Disputes and Claims

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

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

6. Financial Status

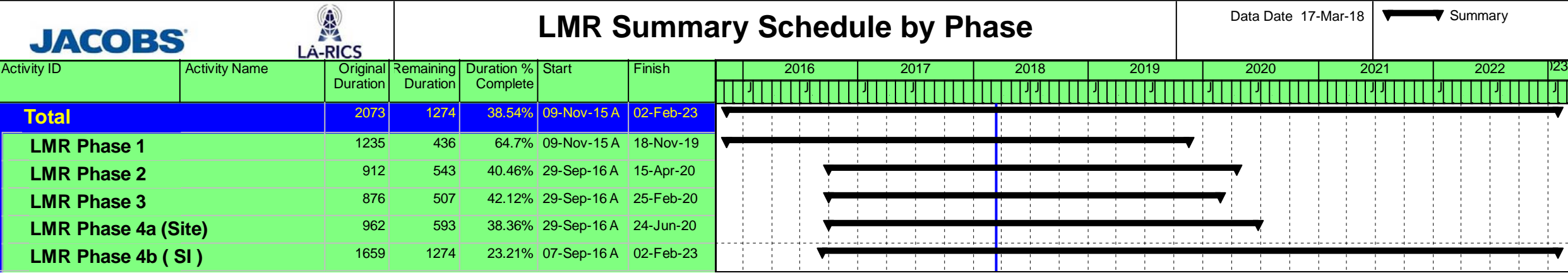
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

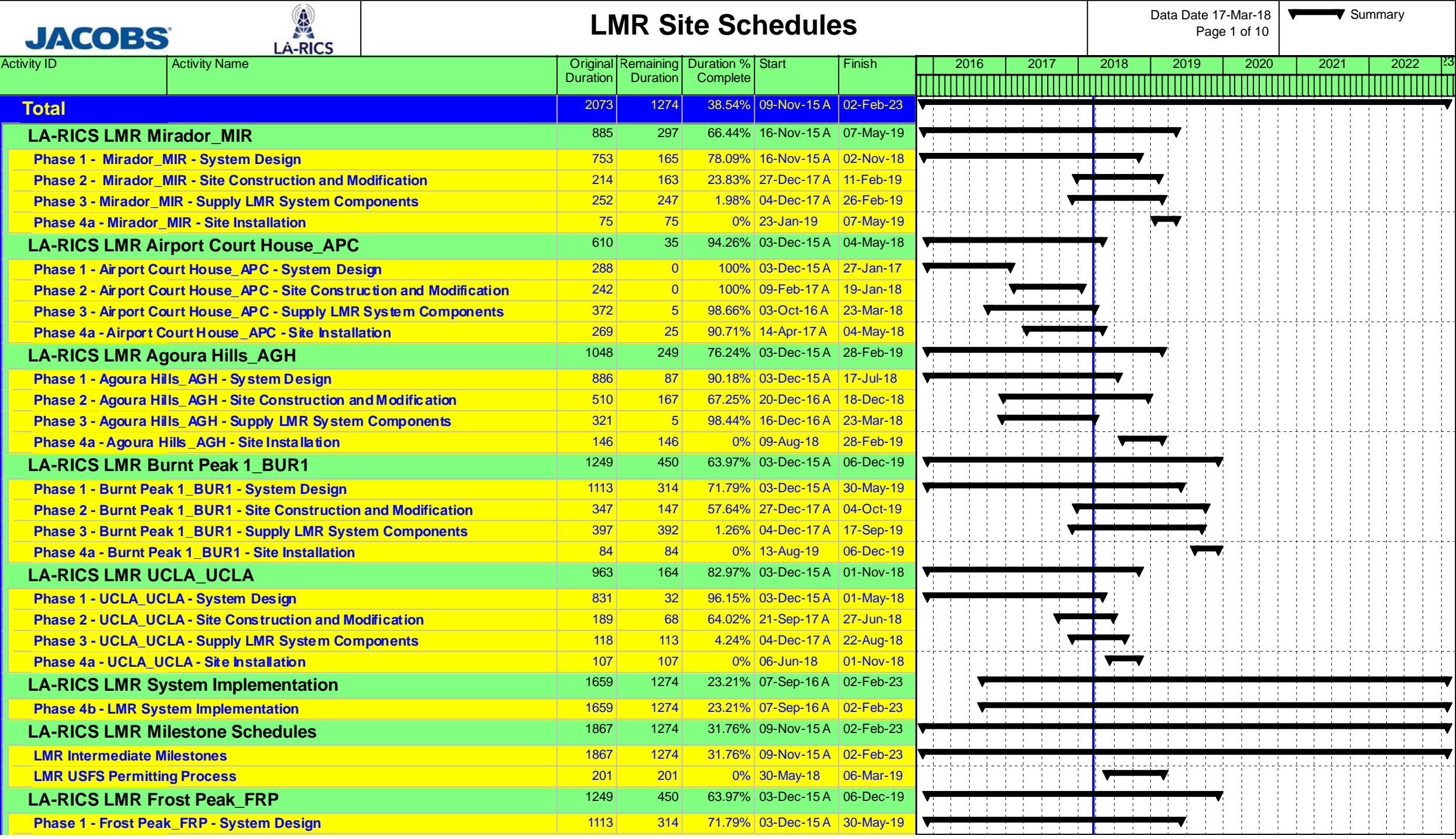
Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	165,366,424
Cumulative Invoice Payments from Last Report	63,823,117
Total Invoice Payments This Period	505,464
Remaining Amount to be Paid	101,037,843

7. LA-RICS Master Schedule

Schedule review meetings are held weekly. The project schedule includes the latest list of sites and the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds. An exported file (XER) of the master project schedule is delivered on a weekly basis.

(See attached LMR Executive Project Summary Snapshots)

















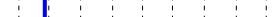
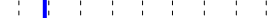





















<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 2 of 10		Summary								
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish			2016	2017	2018	2019	2020	2021	2022	23	
Phase 2 - Frost Peak_FRP - Site Construction and Modification		343	147	57.14%	27-Dec-17 A	04-Oct-19											
Phase 3 - Frost Peak_FRP - Supply LMR System Components		397	392	1.26%	04-Dec-17 A	17-Sep-19											
Phase 4a - Frost Peak_FRP - Site Installation		84	84	0%	13-Aug-19	06-Dec-19											
LA-RICS LMR Grass Mountain_GMT		1259	460	63.46%	03-Dec-15 A	20-Dec-19											
Phase 1 - Grass Mountain_GMT - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19											
Phase 2 - Grass Mountain_GMT - Site Construction and Modification		151	151	0%	14-Mar-19	10-Oct-19											
Phase 3 - Grass Mountain_GMT - Supply LMR System Components		398	393	1.26%	04-Dec-17 A	18-Sep-19											
Phase 4a - Grass Mountain_GMT - Site Installation		93	93	0%	14-Aug-19	20-Dec-19											
LA-RICS LMR Johnstone Peak_JPK2		995	487	51.06%	21-Jan-16 A	28-Jan-20											
Phase 1 - Johnstone Peak_JPK2 - System Design		828	320	61.35%	21-Jan-16 A	07-Jun-19											
Phase 2 - Johnstone Peak_JPK2 - Site Construction and Modification		419	179	57.28%	27-Dec-17 A	12-Nov-19											
Phase 3 - Johnstone Peak_JPK2 - Supply LMR System Components		392	387	1.28%	04-Dec-17 A	10-Sep-19											
Phase 4a - Johnstone Peak_JPK2 - Site Installation		126	126	0%	06-Aug-19	28-Jan-20											
LA-RICS LMR Loop Canyon_LPC		1242	443	64.33%	03-Dec-15 A	27-Nov-19											
Phase 1 - Loop Canyon_LPC - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19											
Phase 2 - Loop Canyon_LPC - Site Construction and Modification		134	134	0%	12-Jan-18 A	17-Sep-19											
Phase 3 - Loop Canyon_LPC - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19											
Phase 4a - Loop Canyon_LPC - Site Installation		76	76	0%	14-Aug-19	27-Nov-19											
LA-RICS LMR Mount Disappointment_MDI		1021	446	56.32%	03-Dec-15 A	02-Dec-19											
Phase 1 - Mount Disappointment_MDI - System Design		890	315	64.61%	03-Dec-15 A	31-May-19											
Phase 2 - Mount Disappointment_MDI - Site Construction and Modification		137	137	0%	14-Mar-19	20-Sep-19											
Phase 3 - Mount Disappointment_MDI - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19											
Phase 4a - Mount Disappointment_MDI - Site Installation		79	79	0%	14-Aug-19	02-Dec-19											
LA-RICS LMR Magic Mountain Link_MML		1251	452	63.87%	03-Dec-15 A	10-Dec-19											
Phase 1 - Magic Mountain Link_MML - System Design		1113	314	71.79%	03-Dec-15 A	30-May-19											
Phase 2 - Magic Mountain Link_MML - Site Construction and Modification		379	159	58.05%	27-Dec-17 A	22-Oct-19											
Phase 3 - Magic Mountain Link_MML - Supply LMR System Components		397	392	1.26%	04-Dec-17 A	17-Sep-19											
Phase 4a - Magic Mountain Link_MML - Site Installation		57	57	0%	23-Sep-19	10-Dec-19											
LA-RICS LMR Mount Lukens-2_MTL2		1265	466	63.16%	03-Dec-15 A	30-Dec-19											
Phase 1 - Mount Lukens-2_MTL2 - System Design		1125	326	71.02%	03-Dec-15 A	17-Jun-19											
Phase 2 - Mount Lukens-2_MTL2 - Site Construction and Modification		155	155	0%	14-Mar-19	16-Oct-19											
Phase 3 -Mount Lukens-2_MTL2 - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19											
Phase 4a - Mount Lukens-2_MTL2 - Site Installation		99	99	0%	14-Aug-19	30-Dec-19											

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 3 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
LA-RICS LMR Pine Mountain_PMT		1264	465	63.21%	03-Dec-15 A	27-Dec-19								
Phase 1 - Pine Mountain_PMT - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Pine Mountain_PMT - Site Construction and Modification		154	154	0%	14-Mar-19	15-Oct-19								
Phase 3 - Pine Mountain_PMT - Supply LMR System Components		398	393	1.26%	04-Dec-17 A	18-Sep-19								
Phase 4a - Pine Mountain_PMT - Site Installation		98	98	0%	14-Aug-19	27-Dec-19								
LA-RICS LMR Portal Ridge_PRG		1264	465	63.21%	03-Dec-15 A	27-Dec-19								
Phase 1 - Portal Ridge_PRG - System Design		1129	330	70.77%	03-Dec-15 A	21-Jun-19								
Phase 2 - Portal Ridge_PRG - Site Construction and Modification		154	154	0%	12-Jan-18 A	15-Oct-19								
Phase 3 - Portal Ridge_PRG - Supply LMR System Components		408	408	0%	19-Mar-18	09-Oct-19								
Phase 4a - Portal Ridge_PRG - Site Installation		82	82	0%	05-Sep-19	27-Dec-19								
LA-RICS LMR San Pedro Hill_SPH		862	388	54.99%	02-May-16 A	11-Sep-19								
Phase 1 - San Pedro Hill_SPH - System Design		733	259	64.67%	02-May-16 A	14-Mar-19								
Phase 2 - San Pedro Hill_SPH - Site Construction and Modification		359	115	67.97%	12-Jan-18 A	30-May-19								
Phase 3 - San Pedro Hill_SPH - Supply LMR System Components		336	336	0%	19-Mar-18	01-Jul-19								
Phase 4a - San Pedro Hill_SPH - Site Installation		110	110	0%	11-Apr-19	11-Sep-19								
LA-RICS LMR East Sunset Ridge_ESR		1186	387	67.37%	04-Apr-17 A	10-Sep-19								
Phase 1 - East Sunset Ridge_ESR - System Design		1107	308	72.18%	04-Apr-17 A	22-May-19								
Phase 2 - East Sunset Ridge_ESR - Site Construction and Modification		113	113	0%	14-Mar-19	19-Aug-19								
Phase 3 - East Sunset Ridge_ESR - Supply LMR System Components		382	382	0%	19-Mar-18	03-Sep-19								
Phase 4a - East Sunset Ridge_ESR - Site Installation		114	114	0%	04-Apr-19	10-Sep-19								
LA-RICS LMR Whitaker Middle Peak_WMP		1252	453	63.82%	03-Dec-15 A	11-Dec-19								
Phase 1 - Whitaker Middle Peak_WMP - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Whitaker Middle Peak_WMP - Site Construction and Modification		144	144	0%	14-Mar-19	01-Oct-19								
Phase 3 - Whitaker Middle Peak_WMP - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19								
Phase 4a - Whitaker Middle Peak_WMP - Site Installation		86	86	0%	14-Aug-19	11-Dec-19								
LA-RICS LMR Whitaker Ridge_WTR		1252	453	63.82%	03-Dec-15 A	11-Dec-19								
Phase 1 - Whitaker Ridge_WTR - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Whitaker Ridge_WTR - Site Construction and Modification		144	144	0%	14-Mar-19	01-Oct-19								
Phase 3 - Whitaker Ridge_WTR - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19								
Phase 4a - Whitaker Ridge_WTR - Site Installation		86	86	0%	14-Aug-19	11-Dec-19								
LA-RICS LMR Bald Mountain_BMT		716	55	92.32%	16-Nov-15 A	01-Jun-18								
Phase 1 - Bald Mountain_BMT - System Design		286	0	100%	16-Nov-15 A	06-Jan-17								
Phase 2 - Bald Mountain_BMT - Site Construction and Modification		393	26	93.38%	13-Oct-16 A	03-May-18								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules						Data Date 17-Mar-18 Page 4 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
Phase 3 - Bald Mountain_BMT - Supply LMR System Components		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - Bald Mountain_BMT - Site Installation		396	45	88.64%	27-Feb-17 A	01-Jun-18								
LA-RICS LMR Cerro Negro_CRN		1041	242	76.75%	03-Dec-15 A	19-Feb-19								
Phase 1 - Cerro Negro_CRN - System Design		906	107	88.19%	03-Dec-15 A	14-Aug-18								
Phase 2 - Cerro Negro_CRN - Site Construction and Modification		465	141	69.68%	28-Feb-17 A	18-Dec-18								
Phase 3 - Cerro Negro_CRN - Supply LMR System Components		321	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Cerro Negro_CRN - Site Installation		116	116	0%	11-Sep-18	19-Feb-19								
LA-RICS LMR Del Valle Training_LACFDEL		1062	263	75.24%	03-Dec-15 A	20-Mar-19								
Phase 1 - Del Valle Training_LACFDEL - System Design		927	125	86.52%	03-Dec-15 A	12-Sep-18								
Phase 2 - Del Valle Training_LACFDEL - Site Construction and Modification		329	152	53.8%	16-Dec-16 A	09-Jan-19								
Phase 3 - Del Valle Training_LACFDEL - Supply LMR System Components		214	209	2.34%	04-Dec-17 A	03-Jan-19								
Phase 4a - Del Valle Training_LACFDEL - Site Installation		82	82	0%	27-Nov-18	20-Mar-19								
LA-RICS LMR Verdugo Peak County_VPK		899	100	88.88%	03-Dec-15 A	03-Aug-18								
Phase 1 - Verdugo Peak County_VPK - System Design		737	1	99.86%	03-Dec-15 A	19-Mar-18								
Phase 2 - Verdugo Peak County_VPK - Site Construction and Modification		362	49	86.46%	20-Dec-16 A	24-May-18								
Phase 3 - Verdugo Peak County_VPK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Verdugo Peak County_VPK - Site Installation		90	90	0%	02-Apr-18	03-Aug-18								
LA-RICS LMR Universal Studios_UNIV		987	188	80.95%	01-Jun-16 A	05-Dec-18								
Phase 1 - Universal Studios_UNIV - System Design		857	58	93.23%	01-Jun-16 A	06-Jun-18								
Phase 2 - Universal Studios_UNIV - Site Construction and Modification		297	137	53.87%	17-Aug-17 A	25-Oct-18								
Phase 3 - Universal Studios_UNIV - Supply LMR System Components		141	136	3.55%	26-Jul-17 A	24-Sep-18								
Phase 4a - Universal Studios_UNIV - Site Installation		78	78	0%	20-Aug-18	05-Dec-18								
LA-RICS LMR Industry Water Tank_INDWT		551	245	55.54%	12-Dec-16 A	22-Feb-19								
Phase 1 - Industry Water Tank_INDWT - System Design		419	113	73.03%	12-Dec-16 A	22-Aug-18								
Phase 2 - Industry Water Tank_INDWT - Site Construction and Modification		372	188	49.46%	12-Jul-17 A	21-Dec-18								
Phase 3 - Industry Water Tank_INDWT - Supply LMR System Components		186	181	2.69%	04-Dec-17 A	26-Nov-18								
Phase 4a - Industry Water Tank_INDWT - Site Installation		91	91	0%	19-Oct-18	22-Feb-19								
LA-RICS LMR Compton Court Building_CCB		613	38	93.8%	03-Dec-15 A	09-May-18								
Phase 1 - Compton Court Building_CCB - System Design		338	0	100%	03-Dec-15 A	18-Apr-17 A								
Phase 2 - Compton Court Building_CCB - Site Construction and Modification		387	28	92.76%	13-Oct-16 A	25-Apr-18								
Phase 3 - Compton Court Building_CCB - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - Compton Court Building_CCB - Site Installation		241	28	88.38%	30-May-17 A	09-May-18								
LA-RICS LMR Claremont_CLM		739	164	77.81%	03-Dec-15 A	01-Nov-18								



<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules						Data Date 17-Mar-18 Page 5 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	2023
	Phase 1 - Claremont_CLM - System Design	576	1	99.83%	03-Dec-15 A	19-Mar-18								
	Phase 2 - Claremont_CLM - Site Construction and Modification	204	42	79.41%	08-Aug-17 A	31-May-18								
	Phase 3 - Claremont_CLM - Supply LMR System Components	118	113	4.24%	04-Dec-17 A	22-Aug-18								
	Phase 4a - Claremont_CLM - Site Installation	136	136	0%	26-Apr-18	01-Nov-18								
	LA-RICS LMR BKK Landfill_BKK	1039	240	76.9%	03-Dec-15 A	15-Feb-19								
	Phase 1 - BKK Landfill_BKK - System Design	907	108	88.09%	03-Dec-15 A	15-Aug-18								
	Phase 2 - BKK Landfill_BKK - Site Construction and Modification	387	156	59.69%	13-Jul-17 A	09-Jan-19								
	Phase 3 - BKK Landfill_BKK - Supply LMR System Components	117	112	4.27%	26-Jul-17 A	21-Aug-18								
	Phase 4a - BKK Landfill_BKK - Site Installation	119	119	0%	04-Sep-18	15-Feb-19								
	LA-RICS LMR Lower Encinal Pump Station_LEPS	1392	593	57.4%	03-Dec-15 A	24-Jun-20								
	Phase 1 - Lower Encinal Pump Station_LEPS - System Design	1235	436	64.7%	03-Dec-15 A	18-Nov-19								
	Phase 2 - Lower Encinal Pump Station_LEPS - Site Construction and Modifica	210	210	0%	12-Jan-18 A	15-Apr-20								
	Phase 3 - Lower Encinal Pump Station_LEPS - Supply LMR System Componen	507	507	0%	19-Mar-18	25-Feb-20								
	Phase 4a - Lower Encinal Pump Station_LEPS - Site Installation	111	111	0%	22-Jan-20	24-Jun-20								
	LA-RICS LMR LA-RICS Headquarters Building_LARICSHQ	638	164	74.29%	25-May-16 A	01-Nov-18								
	Phase 1 - LA-RICS Headquarters Building_LARICSHQ - System Design	475	1	99.79%	25-May-16 A	19-Mar-18								
	Phase 2 - LA-RICS Headquarters Building_LARICSHQ - Site Construction and	240	59	75.42%	08-Aug-17 A	25-Jun-18								
	Phase 3 - LA-RICS Headquarters Building_LARICSHQ - Supply LMR System C	118	113	4.24%	04-Dec-17 A	22-Aug-18								
	Phase 4a - LA-RICS Headquarters Building_LARICSHQ - Site Installation	108	108	0%	05-Jun-18	01-Nov-18								
	LA-RICS LMR Winding Way_WWY	934	465	50.21%	06-May-16 A	27-Dec-19								
	Phase 1 - Winding Way_WWY - System Design	789	320	59.44%	06-May-16 A	07-Jun-19								
	Phase 2 - Winding Way_WWY - Site Construction and Modification	186	186	0%	29-Jan-19	15-Oct-19								
	Phase 3 - Winding Way_WWY - Supply LMR System Components	387	387	0%	19-Mar-18	10-Sep-19								
	Phase 4a - Winding Way_WWY - Site Installation	104	104	0%	06-Aug-19	27-Dec-19								
	LA-RICS LMR Mira Loma Facility_MLM	654	79	87.92%	03-Dec-15 A	05-Jul-18								
	Phase 1 - Mira Loma Facility_MLM - System Design	356	0	100%	03-Dec-15 A	08-May-17								
	Phase 2 - Mira Loma Facility_MLM - Site Construction and Modification	380	55	85.53%	05-Dec-16 A	01-Jun-18								
	Phase 3 - Mira Loma Facility_MLM - Supply LMR System Components	324	5	98.46%	12-Dec-16 A	23-Mar-18								
	Phase 4a - Mira Loma Facility_MLM - Site Installation	235	69	70.64%	04-Aug-17 A	05-Jul-18								
	LA-RICS LMR Rolling Hills Transmit_RHT	819	244	70.21%	03-Dec-15 A	21-Feb-19								
	Phase 1 - Rolling Hills Transmit_RHT - System Design	682	107	84.31%	03-Dec-15 A	14-Aug-18								
	Phase 2 - Rolling Hills Transmit_RHT - Site Construction and Modification	396	162	59.09%	12-Jul-17 A	09-Jan-19								
	Phase 3 - Rolling Hills Transmit_RHT - Supply LMR System Components	191	186	2.62%	04-Dec-17 A	03-Dec-18								
	Phase 4a - Rolling Hills Transmit_RHT - Site Installation	85	85	0%	26-Oct-18	21-Feb-19								

<div>   </div>		LMR Site Schedules					Data Date 17-Mar-18 Page 6 of 10					Summary		
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
LA-RICS LMR Criminal Courts Building_CCT		612	37	93.95%	03-Dec-15 A	08-May-18								
Phase 1 - Criminal Courts Building_CCT - System Design		338	0	100%	03-Dec-15 A	11-May-17								
Phase 2 - Criminal Courts Building_CCT - Site Construction and Modification		386	27	93.01%	13-Oct-16 A	24-Apr-18								
Phase 3 - Criminal Courts Building_CCT - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - Criminal Courts Building_CCT - Site Installation		233	27	88.41%	08-Jun-17 A	08-May-18								
LA-RICS LMR Topanga Peak_TOP		1095	296	72.97%	03-Dec-15 A	06-May-19								
Phase 1 - Topanga Peak_TOP - System Design		954	155	83.75%	03-Dec-15 A	19-Oct-18								
Phase 2 - Topanga Peak_TOP - Site Construction and Modification		270	153	43.33%	13-Jul-17 A	05-Mar-19								
Phase 3 - Topanga Peak_TOP - Supply LMR System Components		237	237	0%	19-Mar-18	12-Feb-19								
Phase 4a - Topanga Peak_TOP - Site Installation		85	85	0%	08-Jan-19	06-May-19								
LA-RICS LMR County FS 72_LACF072		1319	520	60.58%	03-Dec-15 A	13-Mar-20								
Phase 1 - County FS 72_LACF072 - System Design		1187	388	67.31%	03-Dec-15 A	11-Sep-19								
Phase 2 - County FS 72_LACF072 - Site Construction and Modification		510	151	70.39%	27-Dec-17 A	20-Dec-19								
Phase 3 - County FS 72_LACF072 - Supply LMR System Components		474	469	1.05%	04-Dec-17 A	02-Jan-20								
Phase 4a - County FS 72_LACF072 - Site Installation		81	81	0%	22-Nov-19	13-Mar-20								
LA-RICS LMR Saddle Peak_SPN		1077	278	74.19%	03-Dec-15 A	10-Apr-19								
Phase 1 - Saddle Peak_SPN - System Design		945	146	84.55%	03-Dec-15 A	08-Oct-18								
Phase 2 - Saddle Peak_SPN - Site Construction and Modification		152	152	0%	12-Jan-18 A	14-Jan-19								
Phase 3 - Saddle Peak_SPN - Supply LMR System Components		228	228	0%	19-Mar-18	30-Jan-19								
Phase 4a - Saddle Peak_SPN - Site Installation		79	79	0%	21-Dec-18	10-Apr-19								
LA-RICS LMR FCCF_FCCF		628	35	94.43%	09-Nov-15 A	04-May-18								
Phase 1 - FCCF_FCCF - System Design		318	0	100%	09-Nov-15 A	10-Feb-17								
Phase 2 - FCCF_FCCF - Site Construction and Modification		349	0	100%	13-Oct-16 A	23-Feb-18								
Phase 3 - FCCF_FCCF - Supply LMR System Components		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - FCCF_FCCF - Site Installation		280	25	91.07%	27-Feb-17 A	04-May-18								
LA-RICS LMR Castro Peak_CPK		868	293	66.24%	03-Dec-15 A	01-May-19								
Phase 1 - Castro Peak_CPK - System Design		736	161	78.13%	03-Dec-15 A	29-Oct-18								
Phase 2 - Castro Peak_CPK - Site Construction and Modification		413	138	66.59%	23-Jun-17 A	13-Feb-19								
Phase 3 - Castro Peak_CPK - Supply LMR System Components		248	243	2.02%	04-Dec-17 A	20-Feb-19								
Phase 4a - Castro Peak_CPK - Site Installation		76	76	0%	16-Jan-19	01-May-19								
LA-RICS LMR Pomona Court House_POM		962	163	83.06%	03-Dec-15 A	31-Oct-18								
Phase 1 - Pomona Court House_POM - System Design		823	24	97.08%	03-Dec-15 A	19-Apr-18								
Phase 2 - Pomona Court House_POM - Site Construction and Modification		251	130	48.21%	21-Sep-17 A	14-Sep-18								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 7 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
	Phase 3 - Pomona Court House_POM - Supply LMR System Components	117	112	4.27%	26-Jul-17 A	21-Aug-18								
	Phase 4a - Pomona Court House_POM - Site Installation	153	153	0%	02-Apr-18	31-Oct-18								
	LA-RICS LMR Mount McDill_MMC	866	67	92.26%	03-Dec-15 A	19-Jun-18								
	Phase 1 - Mount McDill_MMC - System Design	700	0	100%	03-Dec-15 A	04-Jan-18								
	Phase 2 - Mount McDill_MMC - Site Construction and Modification	334	33	90.12%	04-Dec-16 A	02-May-18								
	Phase 3 - Mount McDill_MMC - Supply LMR System Components	363	44	87.88%	01-Dec-16 A	17-May-18								
	Phase 4a - Mount McDill_MMC - Site Installation	101	60	40.59%	30-Jan-18 A	19-Jun-18								
	LA-RICS LMR Baldwin Hills County_BHS	1043	244	76.61%	03-Dec-15 A	21-Feb-19								
	Phase 1 - Baldwin Hills County_BHS - System Design	903	104	88.48%	03-Dec-15 A	09-Aug-18								
	Phase 2 - Baldwin Hills County_BHS - Site Construction and Modification	311	191	38.59%	13-Sep-17 A	13-Dec-18								
	Phase 3 - Baldwin Hills County_BHS - Supply LMR System Components	188	183	2.66%	04-Dec-17 A	28-Nov-18								
	Phase 4a - Baldwin Hills County_BHS - Site Installation	88	88	0%	23-Oct-18	21-Feb-19								
	LA-RICS LMR Hauser Peak_HPK	864	65	92.48%	16-Nov-15 A	15-Jun-18								
	Phase 1 - Hauser Peak_HPK - System Design	497	0	100%	16-Nov-15 A	06-Jan-17								
	Phase 2 - Hauser Peak_HPK - Site Construction and Modification	410	41	90%	13-Oct-16 A	14-May-18								
	Phase 3 - Hauser Peak_HPK - Supply LMR System Components	367	5	98.64%	03-Oct-16 A	23-Mar-18								
	Phase 4a - Hauser Peak_HPK - Site Installation	333	55	83.48%	27-Feb-17 A	15-Jun-18								
	LA-RICS LMR Monte Vista_MVS	814	87	89.31%	03-Dec-15 A	17-Jul-18								
	Phase 1 - Monte Vista_MVS - System Design	627	0	100%	03-Dec-15 A	21-Nov-17								
	Phase 2 - Monte Vista_MVS- Site Construction and Modification	285	32	88.77%	20-Dec-16 A	01-May-18								
	Phase 3 - Monte Vista_MVS - Supply LMR System Components	320	5	98.44%	16-Dec-16 A	23-Mar-18								
	Phase 4a - Monte Vista_MVS - Site Installation	168	77	54.17%	20-Nov-17 A	17-Jul-18								
	LA-RICS LMR Rio Hondo_RIH	955	380	60.21%	03-Dec-15 A	30-Aug-19								
	Phase 1 - Rio Hondo_RIH - System Design	955	380	60.21%	03-Dec-15 A	30-Aug-19								
	Phase 2 - Rio Hondo_RIH - Site Construction and Modification	165	165	0%	12-Jan-18 A	31-Jan-19								
	Phase 3 - Rio Hondo_RIH - Supply LMR System Components	213	213	0%	19-Mar-18	09-Jan-19								
	Phase 4a - Rio Hondo_RIH - Site Installation	93	93	0%	03-Dec-18	10-Apr-19								
	LA-RICS LMR LA County DPW Water Tank_DPW38	1056	257	75.66%	14-Jan-16 A	12-Mar-19								
	Phase 1 - LA County DPW Water Tank_DPW38 - System Design	911	112	87.71%	14-Jan-16 A	21-Aug-18								
	Phase 2 - LA County DPW Water Tank_DPW38 - Site Construction and Modific	389	159	59.13%	27-Dec-16 A	11-Jan-19								
	Phase 3 - LA County DPW Water Tank_DPW38 - Supply LMR System Compon	196	191	2.55%	04-Dec-17 A	10-Dec-18								
	Phase 4a - LA County DPW Water Tank_DPW38 - Site Installation	93	93	0%	02-Nov-18	12-Mar-19								
	LA-RICS LMR Oat Mountain_OAT	816	241	70.47%	03-Dec-15 A	18-Feb-19								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 8 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
Phase 1 - Oat Mountain_OAT - System Design		679	104	84.68%	03-Dec-15 A	09-Aug-18								
Phase 2 - Oat Mountain_OAT - Site Construction and Modification		461	194	57.92%	09-Feb-17 A	13-Dec-18								
Phase 3 - Oat Mountain_OAT - Supply LMR System Components		386	5	98.7%	16-Dec-16 A	23-Mar-18								
Phase 4a - Oat Mountain_OAT - Site Installation		116	116	0%	10-Sep-18	18-Feb-19								
LA-RICS LMR Signal Hill_SGH		817	242	70.38%	03-Dec-15 A	19-Feb-19								
Phase 1 - Signal Hill_SGH - System Design		625	50	92%	03-Dec-15 A	25-May-18								
Phase 2 - Signal Hill_SGH - Site Construction and Modification		375	187	50.13%	23-Jun-17 A	11-Dec-18								
Phase 3 - Signal Hill_SGH - Supply LMR System Components		117	112	4.27%	26-Jul-17 A	21-Aug-18								
Phase 4a - Signal Hill_SGH- Site Installation		155	155	0%	18-Jul-18	19-Feb-19								
LA-RICS LMR LA Sheriff Temple Station_LASDTEM		834	35	95.8%	03-Dec-15 A	04-May-18								
Phase 1 - LA Sheriff Temple Station_LASDTEM - System Design		616	0	100%	03-Dec-15 A	28-Apr-17 A								
Phase 2 - LA Sheriff Temple Station_LASDTEM - Site Construction and Modific		361	1	99.72%	13-Oct-16 A	20-Mar-18								
Phase 3 - LA Sheriff Temple Station_LASDTEM - Supply LMR System Compor		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - LA Sheriff Temple Station_LASDTEM - Site Installation		267	33	87.64%	18-Apr-17 A	04-May-18								
LA-RICS LMR Lancaster_LAN		557	261	53.14%	17-Jan-17 A	18-Mar-19								
Phase 1 - Lancaster_LAN - System Design		425	129	69.65%	17-Jan-17 A	13-Sep-18								
Phase 2 - Lancaster_LAN - Site Construction and Modification		109	109	0%	12-Jan-18 A	04-Dec-18								
Phase 3 - Lancaster_LAN - Supply LMR System Components		215	210	2.33%	04-Dec-17 A	04-Jan-19								
Phase 4a - Lancaster_LAN - Site Installation		106	106	0%	22-Oct-18	18-Mar-19								
LA-RICS LMR LDWP243_Sylmar_LDWP243		834	35	95.8%	03-Dec-15 A	04-May-18								
Phase 1 - LDWP243 Sylmar_LDWP243 - System Design		500	0	100%	03-Dec-15 A	06-Jan-17								
Phase 2 - LDWP243 Sylmar_LDWP243 - Site Construction and Modification		333	0	100%	13-Oct-16 A	02-Feb-18								
Phase 3 - LDWP243 Sylmar_LDWP243 - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - LDWP243 Sylmar_LDWP243 - Site Installation		310	25	91.94%	16-Feb-17 A	04-May-18								
LA-RICS LMR Oat Mountain Nike_ONK		668	93	86.08%	03-Dec-15 A	25-Jul-18								
Phase 1 - Oat Mountain Nike_ONK - System Design		491	0	100%	03-Dec-15 A	02-Nov-17								
Phase 2 - Oat Mountain Nike_ONK - Site Construction and Modification		303	28	90.76%	20-Dec-16 A	25-Apr-18								
Phase 3 - Oat Mountain Nike_ONK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Oat Mountain Nike_ONK - Site Installation		134	93	30.6%	19-Jan-18 A	25-Jul-18								
LA-RICS LMR Puente Hills_PHN		623	35	94.38%	16-Nov-15 A	04-May-18								
Phase 1 - Puente Hills_PHN - System Design		271	0	100%	16-Nov-15 A	30-Aug-17								
Phase 2 - Puente Hills_PHN - Site Construction and Modification		265	0	100%	12-Dec-16 A	16-Jan-18								
Phase 3 - Puente Hills_PHN - Supply LMR System Components		368	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - Puente Hills_PHN - Site Installation		310	35	88.71%	16-Feb-17 A	04-May-18								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 9 of 10		Summary						
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23	
LA-RICS LMR Black Jack Peak_BJM		1074	499	53.54%	03-Dec-15 A	13-Feb-20									
Phase 1 - Black Jack Peak_BJM - System Design		941	366	61.11%	03-Dec-15 A	12-Aug-19									
Phase 2 - Black Jack Peak_BJM - Site Construction and Modification		128	128	0%	10-May-19	05-Nov-19									
Phase 3 - Black Jack Peak_BJM - Supply LMR System Components		443	443	0%	19-Mar-18	27-Nov-19									
Phase 4a - Black Jack Peak_BJM - Site Installation		88	88	0%	15-Oct-19	13-Feb-20									
LA-RICS LMR Tejon Peak_TPK		851	52	93.89%	03-Dec-15 A	29-May-18									
Phase 1 - Tejon Peak_TPK - System Design		711	0	100%	03-Dec-15 A	08-Nov-17									
Phase 2 - Tejon Peak_TPK - Site Construction and Modification		296	29	90.2%	20-Dec-16 A	26-Apr-18									
Phase 3 - Tejon Peak_TPK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18									
Phase 4a - Tejon Peak_TPK - Site Installation		137	52	62.04%	14-Nov-17 A	29-May-18									
LA-RICS LMR Dakin Peak_DPK		1109	534	51.85%	03-Dec-15 A	02-Apr-20									
Phase 1 - Dakin Peak_DPK - System Design		977	402	58.85%	03-Dec-15 A	01-Oct-19									
Phase 2 - Dakin Peak_DPK - Site Construction and Modification		163	163	0%	18-Jun-19	30-Jan-20									
Phase 3 - Dakin Peak_DPK - Supply LMR System Components		484	484	0%	19-Mar-18	23-Jan-20									
Phase 4a - Dakin Peak_DPK - Site Installation		79	79	0%	16-Dec-19	02-Apr-20									
LA-RICS LMR San Dimas_SDW		751	163	78.3%	16-Nov-15 A	31-Oct-18									
Phase 1 - San Dimas_SDW- System Design		598	10	98.33%	16-Nov-15 A	30-Mar-18									
Phase 2 - San Dimas_SDW - Site Construction and Modification		207	33	84.06%	11-Jul-17 A	02-May-18									
Phase 3 - San Dimas_SDW - Supply LMR System Components		117	112	4.27%	26-Jul-17 A	21-Aug-18									
Phase 4a - San Dimas_SDW - Site Installation		153	153	0%	02-Apr-18	31-Oct-18									
LA-RICS LMR Palmdale Sheriff Station_PLM		839	40	95.23%	03-Dec-15 A	11-May-18									
Phase 1 - Palmdale Sheriff Station_PLM - System Design		698	0	100%	03-Dec-15 A	20-Nov-17									
Phase 2 - Palmdale Sheriff Station_PLM - Site Construction and Modification		138	0	100%	08-Aug-17 A	08-Mar-18									
Phase 3 - Palmdale Sheriff Station_PLM - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18									
Phase 4a - Palmdale Sheriff Station_PLM - Site Installation		108	30	72.22%	11-Dec-17 A	11-May-18									
LA-RICS LMR Tower Peak_TWR		1109	534	51.85%	03-Dec-15 A	02-Apr-20									
Phase 1 - Tower Peak_TWR - System Design		977	402	58.85%	03-Dec-15 A	01-Oct-19									
Phase 2 - Tower Peak_TWR- Site Construction and Modification		187	187	0%	18-Jun-19	04-Mar-20									
Phase 3 - Tower Peak_TWR- Supply LMR System Components		484	484	0%	19-Mar-18	23-Jan-20									
Phase 4a - Tower Peak_TWR - Site Installation		60	60	0%	10-Jan-20	02-Apr-20									
LA-RICS LMR Green Mountain_GRM		1121	322	71.28%	03-Dec-15 A	11-Jun-19									
Phase 1 - Green Mountain_GRM - System Design		972	173	82.2%	03-Dec-15 A	14-Nov-18									
Phase 2 - Green Mountain_GRM - Site Construction and Modification		180	180	0%	25-Jul-18	02-Apr-19									

<div><div>JACOBS</div><div>LA-RICS</div></div>		LMR Site Schedules					Data Date 17-Mar-18 Page 10 of 10		<div>Summary</div>											
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish														
							2016	2017	2018	2019	2020	2021	2022	23						
	Phase 3 - Green Mountain_GRM - Supply LMR System Components	255	255	0%	19-Mar-18	08-Mar-19														
	Phase 4a - Green Mountain_GRM - Site Installation	92	92	0%	04-Feb-19	11-Jun-19														
	LA-RICS LMR Rancho Palos Verdes City Hall_RPV1	1043	244	76.61%	03-Dec-15 A	21-Feb-19														
	Phase 1 - Rancho Palos Verdes City Hall_RPV1 - System Design	910	111	87.8%	03-Dec-15 A	20-Aug-18														
	Phase 2 - Rancho Palos Verdes City Hall_RPV1 - Site Construction and Modifi	169	159	5.92%	22-Sep-17 A	30-Nov-18														
	Phase 3 - Rancho Palos Verdes City Hall_RPV1 - Supply LMR System Compo	190	190	0%	19-Mar-18	07-Dec-18														
	Phase 4a - Rancho Palos Verdes City Hall_RPV1 - Site Installation	81	81	0%	01-Nov-18	21-Feb-19														



Monthly Report - #49

Reporting Period: 2/16/2018 thru 3/15/2018

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 project is in the final months of the Year 1 Maintenance Period.

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 3rd, 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 (PSEN) 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.

This report covers the period from 2/16/18 thru 3/15/18.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			No schedule issues at this time.
Quality			No quality issues at this time.
Risk			No risk issues at this time.
Scope			No scope issues at this time.
Budget			Authority has not yet authorized payment for un-deployed equipment that was ordered by Authority and delivered prior to any stop work notices.

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
LA-RICS Deliverables	
Construction, Power & Fiber for 9 SCE COW Sites	Complete
Site Construction & Site Modification (Phase 2)	In Progress

Activity Name	Activity Status
Permit Clear for Applicable LTE Sites (1 LACUSC)	
Reconfiguration of Antennas at LACUSC	In Progress
System Implementation (Phase 4)	
COW Sites Install, Configuration, Commissioning / Test	In Progress
Complete re-installation of all equipment at LACUSC	In Progress
Overall Project Closeout	
Completion of documentation submissions (Fixed Sites)	Complete
Completion of documentation submissions (COW Sites)	In Progress
Warranty - Start of Maintenance	
Year One Maintenance Agreement	In Progress

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
LA-RICS Deliverables	
N/A	

2.3 Authority Look-Ahead Tasks (120-Day)

Activity Name	Start
LA-RICS Deliverables	
MSI Deliverables	
Completion of documentation submissions (COW Sites)	In Progress
Reconfiguration of Antennas at LACUSC	In Progress

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
----	----------------------	-----------------------------------

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
None	n/a	n/a

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)	\$ 100,568,500
Cumulative Invoice Payments from Last Report	(\$ 86,687,330)
Total Invoice Payments This Period	(\$ -)
Remaining Amount to be Paid	\$ 13,881,170

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

SCOTT EDSON
EXECUTIVE DIRECTOR

April 12, 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&T</i>	February 26, 2018
<i>Meeting with Pomona Police Chief</i>	February 27, 2018
<i>Visit and Tour from members of Hong Kong Police Dept.</i>	February 28, 2018
<i>IWCE Conference</i>	March 4-9, 2018
<i>Meeting with representatives from AT&T</i>	March 5, 2018
<i>Meeting with representatives from AT&T</i>	March 12, 2018
<i>CalFRN Board of Directors Meeting</i>	March 14, 2018
<i>Meeting with representatives from AT&T</i>	March 19, 2018
<i>Presentation to Baldwin Hills Conservancy Board of Directors</i>	March 23, 2018
<i>Meeting with representatives from CEO RED & ISD</i>	March 29, 2018
<i>Meeting with representatives from the City of Pasadena</i>	April 2, 2018
<i>Meeting with representatives from AT&T</i>	April 2, 2018

Members of the LA-RICS Team met with representatives from AT&T Technical and Program Management Teams on a weekly basis to continue transition and migration PSBN discussions.

AGENDA ITEM E

Executive Director Scott Edson, Program Manager Chris Odenthal and members of the LA-RICS Team met with the Pomona Police Chief Michael Olivieri to discuss early adopter opportunities for LMR and PSBN.

Members of the LA-RICS Team provided a tour to members of the Hong Kong Police, facilitated by Motorola Vice President Scott Lees.

Executive Director Edson attended the IWCE Conference in Florida and participated in several panel discussions regarding various applications and technology related to PSBN Systems.

Executive Director Edson attended the CalFRN Board of Directors Monthly Meeting.

Members of the LA-RICS Team provided a presentation to the Baldwin Hills Conservancy Board of Directors for the proposed BHS LMR installation at Kenneth Hahn State Recreation Center.

Members of the LA-RICS Team met with representatives from CEO Real Estate Division and Internal Services Department-Court Liaison to provide an overview of LA-RICS and to discuss the next set of County owned/leased sites that will require Site Access Agreements (SAA).

Executive Director Edson, Program Manager Odenthal and members of the LA-RICS Team met with the Pasadena Chief Information Officer Phil LeClair to finalize details for the LMR Mirador SAA.

Lastly, the LA-RICS Communication Team released Volume 3, Issue 9 of the LA-RICS Newsletter on March 29th.

WST:pl



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

April 12, 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.	1051
LACoFD	Installations in progress.	545
Inglewood PD	Received 15 additional routers.	23
Claremont PD	Two routers in use.	2
Bell PD	Two routers in use.	2
Covina PD	Two routers in use.	2
UCLA Health	Mobile Stroke Unit in operation.	1
Health Services / EMS	Request for antennas for 3 routers under investigation.	3
El Segundo Fire & PD	Two routers in use.	2
Signal Hill PD	Response from AT&T regarding the type of router they are willing to provide is on hold pending final plans of router migration to FirstNet	0
La Verne PD & FD	Installation of 2 router is pending availability of out of service vehicles.	
Long Beach PD	Two Demo delivered for testing and configuration for use at the Grand Prix in April.	2
Sierra Madre PD & FD	Elected to postpone their decision to accept LA-RICS routers.	2

PSBN Onboarding is currently transitioning to LA-RICS' PSBN Team working with AT&T to migrate the PSBN Core, Routers and VMLs into FirstNet NPSBN. These activities include planning for the installation of FirstNet AT&T backhaul circuit and

AGENDA ITEM F

Access Point Names (APN). This step is critical for the migration of users to FirstNet. Several device vendor meetings and workshops are underway to help determine the router transition.

Engagement with agencies who currently have test Demo Kits and routers will continue as well as technical coordination meetings to support the transition to FirstNet. LA-RICS will continue to work with the Los Angeles County Sheriff's Department (LASD) and the County of Los Angeles Fire Department (LACoFD) on the transition of devices into LA-RICS FirstNet/AT&T.

WST:pl



JOHN NAIMO
AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

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March 20, 2018

The Board of Directors
Los Angeles Regional Interoperable
Communications Systems Authority
c/o Scott Edson, Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

Members of the Board:

**AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY FOR
THE YEAR ENDED JUNE 30, 2017**

Attached are the independently audited financial statements and the Single Audit report for the Los Angeles Regional Interoperable Communications System Authority (LA-RICS) for the year ended June 30, 2017. The Single Audit report was prepared to comply with federal reporting requirements related to expenditures made with federal assistance received by LA-RICS.

The auditor's report (attached) concludes that the financial statements are presented fairly in conformance with generally accepted accounting principles and State regulations governing special districts. The auditor's report also indicates that there were no findings of material deficiencies in LA-RICS' controls over financial reporting. The Single Audit report concludes that LA-RICS complied in all material respects with the types of compliance requirements that would have a material effect on each of its major programs.

If you have any questions please call me, or your staff may contact Rachelle Anema at (213) 974-8327.

Very truly yours,

John Naimo
Auditor-Controller

JN:AB:CY:JG:RA

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\FY2017 Audit\Cover Letter-LARICS Audit FY16-17.docx

Attachment

c: Michael Iwanaga, Chief Executive Office

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

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

For the Year ended June 30,2017



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

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2017**

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

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2017**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2017, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the Authority as of June 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) (pages 4 through 8) and the Required Supplementary Information (page 25) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 29, 2018 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

BCA Watson Rice, LLP

Torrance, California
January 29, 2018

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

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2017**

The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2017. Please read it in conjunction with the accompanying basic financial statements, footnotes and supplementary information.

Financial Highlights

- During the current year, the Authority's assets totaled \$159,243,349. Cash and Investments deposited in the County Treasury Pool totaled \$1,001,381.
- Program revenues totaled \$45,672,015 and mainly consisted of federal grants in the amount of \$38,714,027, contributions from the County of Los Angeles in the amount of \$2,668,396, and local match grant contributions in the amount of \$4,289,592.
- The Authority has a cash operating loan from the County of Los Angeles for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2017, the Authority had \$149,812,487 in Capital Assets consisting of telecommunication equipment under construction valued at \$149,680,064 and office furniture valued at \$132,423.

Overview of Financial Statements

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events

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

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) – (Continued)
For the Year Ended June 30, 2017**

giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, for example, accrued but unpaid contract and professional fees.

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2016-2017 are reported under this category.

Business-type Activities – The Authority has no business-type activities during fiscal year 2016-2017.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2016-2017.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

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

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) – (Continued)
For the Year Ended June 30, 2017**

Financial Statement Analysis

Construction of the Land Mobile Radio (LMR) system is continuing. The Long Term Evolution (LTE) system has been operational since the end of 2015 resulting in a decrease in revenues and expenditures during fiscal year 2016-2017 as the operational phase has begun. Operating revenues decreased by \$33.93 million and expenditures decreased by \$39.70 million.

Capital Assets

During fiscal year 2016-2017, the Authority continued building the LMR system and purchased equipment that will eventually be used to operate and support the LMR system. As of June 30, 2017, the Authority has capital assets in the form of telecommunication equipment under construction valued at \$149,680,064 and office furniture valued at \$132,423.

Debt Administration

The County of Los Angeles provided the Authority a cash operating loan for the funding of start-up and operational costs until a long term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2017, the Authority has \$7,113,271 in loans payable compared to \$1,808,667 loans payable as of June 30, 2016.

Economic Factors

The Authority was established to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (commonly referred to as the "Los Angeles Regional Interoperable Communication Systems (LA-RICS)"). The Authority is a collaborative effort of local government, law enforcement, fire service, and health professionals with elected and appointed officials working towards the common goal to develop LA-RICS.

The Authority is the recipient of the Broadband Technology Opportunity Program (BTOP) grant administered by the Department of Commerce (DOC) to fund the LTE system, its proposed public safety broadband network (also known as the "PSBN"). The grant will continue to be administered by the DOC in fiscal year 2017-2018.

The following LA-RICS activity is anticipated for fiscal year 2017-2018:

- **Status of LMR and LTE Systems**

The LMR System contract was executed in August 2013 with Motorola Solutions, Inc. (Motorola) and work began in September 2013. System design and construction activities continue and it is anticipated that the LMR system will be completed and tested in 2020. The Authority anticipates that managing cash flow will be critical through this project. While the majority of the project is grant funded, the grantors require that expenditures be paid before they are reimbursed.

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

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) – (Continued)
For the Year Ended June 30, 2017**

The LTE contract was executed in March 2014. The work on the LTE system began in fiscal year 2014-2015. As Round 1 of the LTE deployment comes to an end, it has been primarily grant funded with cash flow being sufficient through closeout of Round 1 activities, as the LTE grant will continue to be managed on an advance basis. The LTE, or Public Safety Broadband Network (PSBN), has been operational since the end of 2015. Motorola and the Authority spent more than a year in the no-cost Warranty period and in May 2017, the LA-RICS Board of Directors approved an Amendment to the LTE Agreement with Motorola, which contemplated among other things, exercising the first one-year option term for Maintenance Work commencing on June 1, 2017 and expiring on May 31, 2018. The Authority is preparing to submit a PSBN Round 2 plan for augmentation to the Round 1 PSBN deployment, which includes a request to spend an additional \$34 million in remaining BTOP grant funds. If approved by the DOC, it is anticipated the grant augmentation will occur prior to the end of FY 17-18.

On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) (HR 3630) which, among other things, assigned to public safety a 20 MHz section of spectrum known as the "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act also created the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's NTIA, charged to build, deploy, and operate the NPSBN in consultation with state, local, tribal and territorial entities. Effective July 1, 2013, the Authority and FirstNet executed the Spectrum Manager Lease Agreement (SMLA) for spectrum usage rights for the Authority to operate the PSBN on the 700 MHz public safety broadband spectrum. Unless an extension is executed, the SMLA expires on June 30, 2018 with the license to operate on the spectrum returning to FirstNet. 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.

On September 30, 2015, the expenditure deadline for the BTOP grant was extended through fiscal year 2019-2020. The Authority requested the remaining \$37 million, of which \$2.9 million was awarded via grant augmentation for certain objectives, while other objectives were held for approval pending activities relating to action taken at the federal level in accordance with law enacted via HR 3630. Due to uncertainties of AT&T's plans for the National PSBN, the grantor felt it could not approve all objectives for use of the remaining \$37 million in BTOP funds. Thus, they only approved certain objectives which were not contingent upon AT&T's next steps in the amount of \$2.9 million.

With the \$2.9 million in grant augmentation, the BTOP award requirements were restored to the match requirement of 20%. The Authority has demonstrated that the match requirement can be met. Given the FirstNet contract award to AT&T and Governor Brown's announcement of California opting in to the FirstNet NPSBN, the Authority re-submitted its request for the remaining \$34 million augmentation, returning the award to the original \$154 million. If the additional award is approved, the Authority will be able to also meet the 20% match requirement.

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

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) – (Continued)
For the Year Ended June 30, 2017**

On December 14, 2017, the LA-RICS Board of Directors approved an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the FirstNet NPSBN. The Business Agreement allows the Authority to accept \$12 million in connection with the Asset Transfer Agreement and contemplates the replacement of up to 3,300 routers and/or devices at the discretion of the Authority in the event that the current routers or devices utilized by the Authority and its users are not compatible (e.g. do not provide full functionality with redundant SIM slots) with the FirstNet NPSBN. As an added measure, AT&T will also provide the Authority with an additional \$2.5 million in services to pay for replacement and installation services should the routers and SIM cards require replacement. The Business Agreement is conditioned on the review and approval of the asset transfer by the NTIA and the NOAA Grants Office, the State of California opting into the NPSBN (which occurred on December 28, 2017), and NTIA and the NOAA Grants Office approving the expansion of the LA-RICS PSBN Project (Round 2).

Contacting the Authority's Financial Management

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

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

STATEMENT OF NET POSITION
June 30, 2017

	Governmental Activities
ASSETS	
Cash and investments (Note 3)	\$ 1,001,381
Interest receivable	11,711
Accounts receivable (Note 4)	8,341,484
Prepaid expenses (Note 5)	76,286
Capital assets (Note 6)	149,812,487
Total Assets	<u>\$ 159,243,349</u>
LIABILITIES	
Accounts payable (Note 7)	\$ 2,001,685
Loans payable (Note 8)	7,113,271
Deferred revenue (Note 9)	422,165
Total Liabilities	<u>9,537,121</u>
NET POSITION	
Net investment in capital assets	149,812,487
Unrestricted	(106,259)
Total Net Position	<u>\$ 149,706,228</u>

See accompanying notes to the basic financial statements.

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

**STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2017**

		Program Revenues	Net (Expense) Revenue and Change in Net Position
	Expenses	Capital Grants and Contributions	Governmental Activities
<u>Functions/Programs</u>			
Governmental activities -			
Interoperable communications and safety programs	\$ 19,837,150	\$ 45,672,015	\$ 25,834,865
 Total	 \$ 19,837,150	 \$ 45,672,015	 25,834,865
 General revenues:			
Investment income			27,154
Change in net position			25,862,019
Net position, beginning of year			123,844,209
Net position, end of year			\$ 149,706,228

See accompanying notes to the basic financial statements.

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

BALANCE SHEET

June 30, 2017

ASSETS

Cash and investments (Note 3)	\$ 1,001,381
Interest receivable	11,711
Accounts receivable (Note 4)	8,341,484
Prepaid expense (Note 5)	76,286
Total Assets	<u>\$ 9,430,862</u>

LIABILITIES

Accounts payable (Note 7)	\$ 2,001,685
Loans payable (Note 8)	7,113,271
Deferred revenue (Note 9)	422,165
Total Liabilities	<u>9,537,121</u>

FUND BALANCE

Unassigned	<u>(106,259)</u>
Total Fund Balance	<u>(106,259)</u>
Total Liabilities and Fund Balance	<u>\$ 9,430,862</u>

See accompanying notes to the basic financial statements.

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

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION
June 30, 2017

Fund balance - Interoperable Communications and Safety Programs (page 11)	\$ (106,259)
---------------------------------------------------------------------------	--------------

Amounts reported for governmental activities in the statement of net position
are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental balance sheet.	<u>149,812,487</u>
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Net Position of Governmental Activities (page 9)	<u>\$ 149,706,228</u>
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See accompanying notes to the basic financial statements.

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

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
For the Year Ended June 30, 2017

Revenues

Federal grants	\$ 38,714,027
Contribution from other governmental agencies	2,668,396
Local match (Note 11)	4,289,592
Interest income	27,154
Total revenues	<u>45,699,169</u>

Expenditures

Capital expenditures - telecommunication equipment	23,692,222
Consultants' services	8,591,949
County department services	4,616,834
Donated services (Note 11)	4,289,592
Insurance	1,721,160
Rentals	189,396
Utilities	171,960
Travel and transportation	146,312
Security services	32,138
Professional fees	29,050
Miscellaneous	23,375
Total expenditures	<u>43,503,988</u>

Excess of revenues over expenditures	2,195,181
Fund balance, beginning of year	<u>(2,301,440)</u>
Fund balance, end of year	<u>\$ (106,259)</u>

See accompanying notes to the basic financial statements.

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

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE
GOVERNMENTAL STATEMENT OF ACTIVITIES**

June 30, 2017

Net Change in Fund Balance – Governmental Funds (page 13)	\$ 2,195,181
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Amounts reported for governmental statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the governmental statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$23,692,222 in the current period.	23,692,222
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Depreciation expense on capital assets is reported in the governmental statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds.	(25,384)
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Change in Net Position of Governmental Activities (page 10)	<u>\$ 25,862,019</u>
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See accompanying notes to the basic financial statements.

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

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2017

NOTE 1 – REPORTING ENTITY

The Los Angeles Regional Interoperable Communications System Authority (Authority), a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County of Los Angeles, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles Area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2016-2017, the Authority was governed by a ten (10) member Board of Directors which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of Signal Hill (At Large)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

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

**NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017**

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted, and 3) unrestricted. At June 30, 2017, the net investment in capital assets balance was \$149,812,487 and the unrestricted net deficit was \$106,259. There was no restricted net position balance at June 30, 2017.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Commerce, Broadband Technology Opportunities Program (BTOP) and the Department of Homeland Security, State Homeland Security Grant Program and contributions from the County of Los Angeles.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are recorded at estimated fair market value at the date of donation.

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

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

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

NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances (Continued)

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following summarizes recent GASB pronouncements issued and implemented during fiscal year ended June 30, 2017 and their impact, if any, on the basic financial statements:

In June 2015, GASB issued Statement No. 73, *“Accounting and Financial Reporting for Pensions Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68.”* This Statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. The provisions of this Statement are effective for financial statements for reporting periods beginning after June 15, 2016. Implementation of the GASB Statement No. 73 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

In June 2015, GASB issued Statement No. 74, *“Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans.”* This Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This Statement replaces Statements No. 43, *“Financial Reporting*

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

NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Pronouncements Issued and Implemented (Continued)

for *Postemployment Benefit Plans Other Than Pension Plans*”, as amended, and No. 57, “*OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*”. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No 25, “*Financial Reporting for Defined Pension Plans and Note Disclosure for Defined Contribution Plans*”, as amended, Statement 43, and Statement. 50, “*Pension Disclosures*”. The provisions of this Statement are effective for financial statements for reporting periods beginning after June 15, 2016. Implementation of the GASB Statement No. 74 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

In August 2015, GASB issued Statement No. 77, “*Tax Abatement Disclosures.*” This Statement is to improve financial reporting by giving users of financial statements essential information that is not consistently or comprehensively reported to the public at present. Disclosures of information about the nature and magnitude of tax abatements will make these transactions more transparent to financial statement users, and the users will be better equipped to understand (1) how tax abatements affect a government’s future ability to raise resources and meet its financial obligations and (2) the impact those abatements have on government’s financial position and economic condition. The provisions of this Statement are effective for financial statements for reporting periods beginning after December 15, 2015. The provisions of the GASB Statement No. 77 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

In December 2015, GASB issued Statement No. 78, “*Pensions Provided Through Certain Multiple-Employer Defined Benefit Pension Plans.*” This Statement is to address a practice issue regarding the scope and applicability of Statement No. 68, “*Accounting and Financial Reporting for Pensions*”. This Statement amends the scope and applicability of Statement No. 68 to exclude pensions provided by employees of state or local government employers through a cost-sharing multiple-employer defined benefit pension plant that (1) is not a state or local government pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). The provisions of this Statement are effective for financial statements for reporting periods beginning after December 15, 2015. The provisions of the GASB Statement No. 78 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

In January 2016, GASB issued Statement No. 80, “*Blending Requirements for Certain Component Units – An amendment of GASB Statement No. 14*”. The objective of this Statement is to improve financial reporting by clarifying the financial statement presentation requirements for certain components units. This Statement amends the blending requirements established in paragraph 53 of Statement No. 14, *The Financial Reporting Entity, as amended*. The provisions of this Statement are effective for reporting periods beginning after June 15, 2016. The provisions of the GASB Statement No. 80 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

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

**NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017**

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Pronouncements Issued and Implemented (Continued)

In March 2016, GASB issued Statement No. 82, *“Pension Issues-An amendment of GASB Statements No. 67, No. 68, and No. 73”*. The objective of this Statement is to address certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pensions*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68 and Amendments to Certain Provisions of GASB Statements No. 67 and No. 68*. The provisions of the GASB Statement No. 82 did not have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2017.

NOTE 3 - CASH AND INVESTMENTS

The Authority’s cash and investments are pooled and invested by the County of Los Angeles Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority’s share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund’s average cash and investment balance, as provided by the California Government Code Section 53647. The Authority’s cash and investment balance as of June 30, 2017 is \$1,001,381.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix Pricing is used to value securities based on the securities’ relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County of Los Angeles’ Comprehensive Annual Financial Report for the year ended June 30, 2017. Detailed deposit and investment risk disclosures are included in Note 5 of the County of Los Angeles’ Comprehensive Annual Financial Report.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2017 in the amount of \$8,341,484, represent \$1,291,983 receivable from the Department of Commerce for allowable Broadband Technology Opportunities Program (BTOP) expenditures, and receivable from the Department of Homeland Security for allowable State Homeland Security Grant Program (SHSGP) expenditures of \$700,000 and Urban Areas Security Initiative (UASI) Program expenditures of \$6,349,501, respectively.

NOTE 5 – PREPAID EXPENSES

Prepaid expenses as of June 30, 2017 in the amount of \$76,286, represent prepaid office rental of \$63,792 and unexpired insurance premiums of \$12,494.

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

NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017

NOTE 6 – CAPITAL ASSETS

Capital assets as of June 30, 2017 consist of the following:

	Balance at June 30, 2016	Increases	Decreases	Balance at June 30, 2017
Governmental activities:				
Capital assets, not being depreciated:				
Construction in progress-telecommunication equipment	\$ 125,987,842	\$ 23,692,222	\$ -	\$ 149,680,064
Total capital assets, not being depreciated	<u>125,987,842</u>	<u>23,692,222</u>	<u>-</u>	<u>149,680,064</u>
Capital assets, being depreciated:				
Office furniture and fixture	193,683	-	-	193,683
Less accumulated depreciation	<u>(35,876)</u>	<u>(25,384)</u>	<u>-</u>	<u>(61,260)</u>
Total capital assets, being depreciated	<u>157,807</u>	<u>(25,384)</u>	<u>-</u>	<u>132,423</u>
Governmental activities capital assets, net	<u>\$ 126,145,649</u>	<u>\$ 23,666,838</u>	<u>\$ -</u>	<u>\$ 149,812,487</u>

Depreciation expense for the government activities during fiscal year 2016-2017 was \$25,384.

NOTE 7 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2017 in the amount of \$2,001,685, represents accruals of vendors' invoices not yet paid as of that date.

NOTE 8 – LOANS PAYABLE

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County of Los Angeles. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2017 was \$7,113,271.

NOTE 9 – DEFERRED REVENUE

Deferred revenue as of June 30, 2017 in the amount of \$422,165, represents BTOP and UASI program expenditures of \$36,214 and \$385,951, respectively. These program expenditures have not yet been submitted for reimbursement with the funding agencies.

NOTE 10 – OFFICE LEASE

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The operating lease agreement is for seven (7) years commencing on October 15, 2014. Rent expense under this operating lease during fiscal year 2016-2017 was \$189,396.

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

NOTES TO THE BASIC FINANCIAL STATEMENTS
June 30, 2017

NOTE 10 – OFFICE LEASE (Continued)

As of June 30, 2017, future minimum payments of the operating lease are as follows:

Fiscal Year Ending June 30:	
2018	\$ 195,059
2019	200,911
2020	206,938
2021	213,146
2022	62,700
	<u>\$ 878,754</u>

NOTE 11 – LOCAL MATCH

The BTOP grant requires the Authority to provide, from non-federal sources not less than 20% of the total project cost. Matching funds can be in the form of either cash or in-kind contributions. The Authority has recorded the in-kind contributions and donated services in the amount of \$4,289,592 for the year ended June 30, 2017.

NOTE 12 – CONTINGENT LIABILITIES

The Authority is aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

NOTE 13 – SUBSEQUENT EVENTS

In preparing these financial statements, the Authority has evaluated events and transactions for potential recognition or disclosure through January 29, 2018, the date the financial statements were issued.

On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) (HR 3630) which, among other things, assigned to public safety a 20 MHz section of spectrum known as the "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act also created the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's NTIA, charged to build, deploy, and operate the NPSBN in consultation with state, local, tribal and territorial entities. Effective July 1, 2013, the Authority and FirstNet executed the Spectrum Manager Lease Agreement (SMLA) for spectrum usage rights for the Authority to operate the PSBN on the 700 MHz public safety broadband spectrum. Unless an extension is executed, the SMLA expires on June 30, 2018 with the license to operate on the spectrum returning to FirstNet. 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.

On September 30, 2015, the expenditure deadline for the BTOP grant was extended through fiscal year 2019-2020. The Authority requested the remaining \$37 million, of which \$2.9 million was awarded via grant augmentation for certain objectives, while other objectives were held for approval pending activities

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

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2017

NOTE 13 – SUBSEQUENT EVENTS (Continued)

relating to action taken at the federal level in accordance with law enacted via HR 3630. Due to uncertainties of AT&T's plans for the FirstNet PSBN, the grantor felt it could not approve all objectives for use of the remaining \$37 million in BTOP funds. Thus, they only approved certain objectives which were not contingent upon AT&T's next steps in the amount of \$2.9 million.

With the \$2.9 million in grant augmentation, the award was restored to the match requirement of 20%. The Authority has demonstrated that the match requirement can be met. Given the FirstNet contract award to AT&T and Governor Brown's announcement of California opting in to the FirstNet solution, the Authority re-submitted its request for the remaining \$34 million augmentation, returning the award to the original \$154 million. If the additional award is approved, the Authority will be able to meet the 20% match requirement.

On December 14, 2017, the LA-RICS Board of Directors approved an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the FirstNet NPSBN. The Business Agreement allows the Authority to accept \$12 million in connection with the Asset Transfer Agreement and contemplates the replacement of up to 3,300 routers and/or devices at the discretion of the Authority in the event that the current routers or devices utilized by the Authority and its users are not compatible (e.g. do not provide full functionality with redundant SIM slots) with the resultant FirstNet NPSBN. As an added measure, AT&T will also provide the Authority with an additional \$2.5 million in services to pay for replacement and installation services should the routers and SIM cards require replacement. The Business Agreement is conditioned on the review and approval of the asset transfer by the NTIA and the NOAA Grants Office, the State of California opting into the NPSBN (which occurred on December 28, 2018), and NTIA and the NOAA Grants Office approving the expansion of the LA-RICS PSBN Project (Round 2).

With respect to the LMR system, the Authority has also been notified that the State has contracted for an audit of the Authority's management of the UASI grants. Further details are unknown at this time.

REQUIRED SUPPLEMENTARY INFORMATION

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

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)
FOR THE YEAR ENDED JUNE 30, 2017**

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues:				
Federal grants	\$ 100,935,000	\$ 100,935,000	\$ 38,714,027	\$ (62,220,973)
Contribution from other governmental agencies	5,406,000	5,406,000	2,668,396	(2,737,604)
Local match (Note 11)	-	-	4,289,592	4,289,592
Interest income	-	-	27,154	27,154
Total revenue	106,341,000	106,341,000	45,699,169	(60,641,831)
Expenditures:				
Consultant' services	96,223,000	96,223,000	8,591,949	87,631,051
Donated services (Note 11)	-	-	4,289,592	(4,289,592)
County department services	8,643,000	8,643,000	4,616,834	4,026,166
Building rentals	230,000	230,000	189,396	40,604
Travel and transportation	90,000	90,000	146,312	(56,312)
Utilities	-	-	171,960	(171,960)
Security services	-	-	32,138	(32,138)
Professional fees	65,000	65,000	29,050	35,950
Supplies	130,000	130,000	-	130,000
Insurance premiums	560,000	560,000	1,721,160	(1,161,160)
Miscellaneous	350,000	350,000	23,375	326,625
Capital expenditures	50,000	50,000	23,692,222	(23,642,222)
Total expenditures	106,341,000	106,341,000	43,503,988	62,837,012
Excess of revenues over expenditures	-	-	2,195,181	2,195,181
Fund balance, beginning of year			(2,301,440)	(2,301,440)
Fund balance, end of year	\$ -	\$ -	\$ (106,259)	\$ (106,259)

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL
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NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2017

BUDGETARY DATA

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

AUDIT OF FEDERAL AWARDS PROGRAMS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2017 and the related notes to the financial statements and have issued our report thereon dated January 29, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

BCA Watson Rice, LLP

Torrance, California
January 29, 2018

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on Compliance for Each Major Federal Program

We have audited the Los Angeles Regional Interoperable Communications System Authority's (Authority) compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2017. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Authority as of and for the year ended June 30, 2017, and have issued our report thereon dated January 29, 2018, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

BCA Watson Rice, LLP

Torrance, CA
January 29, 2018

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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2017**

Federal Grantor/Pass-Through Grantor / Program Title	CFDA Number	Award/ Pass-through Identification Number	Total Expenditures
FEDERAL			
<u>U.S. Department of Commerce/National</u>			
<u>Telecommunications and Information Administration</u>			
<u>Direct Program</u>			
Broadband Technology Opportunities Program (BTOP) – ARRA	11.557*	NT10BIX5570158	\$ 13,902,959
<u>U.S. Department of Homeland Security</u>			
<i>Passed through the County of Los Angeles</i>			
Homeland Security Grant Program - 2015	97.067*	EMS-2015-SS-0078	700,000
<u>U.S. Department of Homeland Security</u>			
<i>Passed through the City of Los Angeles</i>			
Homeland Security Grant Program – 2012	97.067*	C-128089	18,147,518
Homeland Security Grant Program – 2013	97.067*	C-128868	966,006
Homeland Security Grant Program – 2014	97.067*	C-128870	4,997,544
			24,111,068
Total Federal Expenditures			\$ 38,714,027

* Major Program

See accompanying notes to the schedule of expenditures of federal awards.

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

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2017**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 – SUBRECIPIENTS

The Authority has no sub-recipients for the year ended June 30, 2017.

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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2017**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

A - Financial Statements

- | | |
|-----------------------------------------------------------------------------------------|---------------|
| 1) Type of auditor’s report issued: | Unmodified |
| 2) Internal control over financial reporting: | |
| a) Material weakness (es) identified? | No |
| b) Significant deficiency (ies) identified not
considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements
noted? | No |

B - Federal Awards

- | | |
|----------------------------------------------------------------------------------------------------------|---------------|
| 1) Type of auditor’s report issued on compliance
for major programs: | Unmodified |
| 2) Internal control over major programs: | |
| a) Material weakness(es) identified? | No |
| b) Significant deficiency(ies) identified not
considered material weakness(es)? | None reported |
| 3) Any audit findings disclosed that are required to
be reported in accordance with 2 CFR 200.516(a)? | No |

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2017**

SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)

B - Federal Awards (Continued)

4) Identification of major program:

CFDA Number(s)	Name of Federal Program
11.557	Broadband Technology Opportunities Program (BTOP) – ARRA
97.067	State Homeland Security Grant Program - 2015
97.067	State Homeland Security Grant Program - 2014
97.067	State Homeland Security Grant Program - 2013
97.067	State Homeland Security Grant Program - 2012

5) Dollar threshold used to distinguish between
Type A and Type B programs: \$1,161,421

6) Auditee qualified as low-risk auditee? Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None reported.

January 29, 2018

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited the basic financial statements of the Los Angeles Regional Interoperable Communication System Authority (Authority) as of and for the year ended June 30, 2017 and have issued our report thereon dated January 29, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no changes in significant accounting policies or their application during 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no sensitive accounting estimates affecting the financial statements.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There was no sensitive disclosure affecting the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There was no material, corrected financial statement misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management dated January 29, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, management and others within the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

BCA Watson Rice, LLP



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

April 12, 2018

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

Dear Directors:

ACCEPT 2017 URBAN AREAS SECURITY INITIATIVE FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2017 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$34,763,750 in grant funds from the Fiscal-Year 2017 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2017 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement

for approved project expenditures. Project expenditures for the UASI '17 grants include Land Mobile Radio (LMR) project management, environmental work, certain System design work, construction and equipment purchase.

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through Cal OES.

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Executive Director to execute the Sub-recipient Agreement with the City of Los Angeles as well as any amendments, such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



SUBAWARD AGREEMENT

Subrecipient: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS")

Title: FY 2017 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

Exhibit A	DHS Standard Conditions and CalOES Assurances
Exhibit B	Financial Management Forms Workbook
Exhibit C	Modification Request and Reimbursement Request Forms
Exhibit D	CalOES Forms
Exhibit E	Technology Standards

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY ("LA-RICS")

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority created under the laws of California (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2017 Urban Area Security Initiative Grant Program, FAIN #EMW-2017-SS-00083, CFDA #97.067, Federal Award Date September 1, 2017.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$54,888,000.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$34,763,750**

Subaward Period of Performance ("Term"): **September 1, 2017
to May 31, 2020**

Match Requirement: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213)978-0687 Email: jeff.gorell@lacity.org
Party:	Los Angeles Regional Interoperable Communications System Authority ("LA- RICS"), a joint powers authority
Authorized Representative:	Scott Edson
Authorized Department:	LA-RICS Executive Director
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8281 Email: Scott.Edson@la-rics.org
Authorized Representative:	Susy Orellana-Curtis
Authorized Department:	LA-RICS Administrative Deputy
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8292 Email: Susy.Orellana-Curti@la-rics.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #_____, _____)

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2017 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2017 DHS Standard Terms and Conditions ("DHS Standard Conditions"), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2017 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2017 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances"), (6) CalOES Grant Management Memos ("GMM"), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook") which is pending approval by CalOES (the "Budget") and which is attached hereto as Exhibit B. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. Subrecipient shall use the Subaward funds strictly in accordance with the

Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. In the event a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed, delivered and approved by the City and CalOES **prior** to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient

under this Subaward in connection with such equipment, project or procurement.

- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 Agreement and Section 2.3.P. of this Agreement.
- F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) Shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
- Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.
- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices,

purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward the reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for “Applicant” and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to

influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and

- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set

forth in 2 CFR §200.113.

- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

- D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

- G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the

Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the

Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient’s use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to

any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ LA-RICS Counsel</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority</p> <p>By _____ Scott Edson, LA-RICS Executive Director</p>
<p>ATTEST:</p> <p>By _____ Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date _____</p>	<p>Date _____</p> <p>[SEAL]</p>

City Business License Number: _____

Internal Revenue Service ID Number: _____

Council File/OARS File Number: C.F. 17-0279 Date of Approval 3/13/18

City Contract Number: _____

EXHIBIT A

The Department of Homeland Security Standard Terms and Conditions 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, the recipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Duplication of Benefits

Any cost allocable to a particular federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or

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federal award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the federal award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729](#)- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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Lobbying Prohibitions

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

National Environmental Policy Act

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

All recipients receiving awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in your award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters

The Department of Homeland Security Standard Terms and Conditions 2017

located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in your award terms and conditions.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in your award terms and conditions.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference in your award terms and conditions.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in your terms and conditions.

USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Research Terms and Conditions

Effective with publication of the notice in the Federal Register dated January 17, 2008, DHS research programs will utilize the updated Research Terms and Conditions (RTC) that will address and implement the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 C.F.R. Part 200](#)) issued by OMB.

While the Uniform Guidance outlines provisions that are specific to research, these terms and conditions:

- Incorporate the entire Uniform Guidance by reference, clarifying or supplementing select provisions where appropriate and consistent with government-wide research policy
- Incorporate the latest version of the Frequently Asked Questions for the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (located at <https://cfo.gov/cofar-resources>), and
- Apply to an award when included as part of the award or when incorporated in the award by reference. Use of the RTCs is envisioned as a streamlined approach that supports the implementation of the Uniform Guidance by providing clarification, supplementary guidance, and, where appropriate, selected options, while meeting the spirit and intent of a uniform implementation.

To use the final Research Terms and Conditions and Appendices, see: <http://www.nsf.gov/awards/managing/rtc.jsp>.



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized by the Applicant to enter into this agreement for and on behalf of the said Applicant.

Applicant: Los Angeles / Long Beach UASI

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Caitlin Ishigooka

Title: Director of Grants & Finance Date: 10/19/17

EXHIBIT B

Line #			Project Information										
Project Letter	Item #	Sub-Line #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
												\$34,763,750.00	\$-
A	1	1	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 30,715,800.00	
A	3	3	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Law Enforcement/Anti-Terrorism Planning	Contractors	\$ 3,202,337.00	
A	4	4	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Law Enforcement/Anti-Terrorism Planning	Staff Salaries	\$ 845,613.00	

AGENDA ITEM H - ENCLOSURE

EXHIBIT C

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
<i>Grant Specialist to complete</i>		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	\$ -		Equipment Ledger		EHP	
Revised Amount	\$ -		Training Ledger		Sole Source	
Amendment Y/N?			Organization Ledger		EOC	
25% Increase	\$ -		Planning Ledger		Watercraft	
Council/14.8 Y/N?			Exercise Ledger		Aircraft	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
Total:											\$ -			

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
Total:											\$ -			

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

Project Timeline

Does your Modification Request require a change to your Project Timeline?

If Yes, please complete the Project Timeline below. All modification requests MUST allow for project completion within the grant performance period.

	Milestone	Timeline		Comments
	Select one per line, up to ten for the project.	Start	Finish	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Additional notes on project timeline:

CITY OF LOS ANGELES
URBAN AREAS SECURITY INITIATIVE GRANT
Reimbursement Request Form

Return Reimbursement Requests to:

Grant Specialist
 Mayor's Office of Public Safety
 200 N. Spring Street, Room 303
 Los Angeles, CA 90012

Jurisdiction: _____

Agency/Department: _____

Expenditure Period: begin end

Prepared By: _____

E-Mail Address: _____

Phone: _____

Project Information

UASI FY 14 ☐ Project Letter: _____
 UASI FY 15 ☐ Master Item #: _____
 UASI FY 16 ☐ Sub-Line #: _____

REIMBURSEMENT SUMMARY

DIRECTIONS: Please submit one Reimbursement Request Form for each UASI grant year, fiscal year, and type of expenditure. Follow the Reimbursement Request Checklist to compile supporting documentation, and then complete the Typed Resource Report and the associated Roster(s). **Please remember that if the reimbursement includes personnel or consultant fees, those rosters will also need to be completed.**

Type of Expenditure	Authorized Total Amount	Previously Requested	Current Request	Cumulative Request	Balance
				\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

Please mark this box to indicate final request for reimbursement ☐

This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for costs incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.

Authorized Department Approval:

Print Name _____

Title _____

Signature _____ Date _____

E-Mail _____ Phone _____

Please Remit Payment To:

Agency _____

Address (Line 1) _____

Address (Line 2 - Optional) _____

City _____ State _____ Zip _____

Mayor's Office Use Only

Invoice Tracking: _____

Fiscal Year: _____

Cash Request: _____

Invoice #: _____

Document ID: _____

AGENDA ITEM H - ENCLOSURE

LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
EQUIPMENT CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- ☐ **Equipment Roster:** Complete the attached 'Equipment Roster.' Submit electronically to your Grant Specialist and to HSPS.Compliance@lacity.org
- ☐ **State Approvals:** EHP Approval, Watercraft Approval, Aircraft Approval, EOC Approval, as applicable. All requests must obtain State approval **PRIOR** to purchase. There are **NO** exceptions or retroactive approvals.
- ☐ **Performance Bond:** All equipment items over \$250,000 or any vehicle, aircraft or watercraft **MUST** obtain a performance bond. A copy of the performance bond must be submitted to your Grant Specialist as soon as it is obtained, with an additional copy provided with the Reimbursement Request Form.

Completed By: _____

Signature: _____

Date: _____

Project	Master Item #	Sub-Line #	Equipment Description (Quantity)	AEL #	AEL Title	Invoice Number	Vendor	ID Tag Number	Internal ID Tag Number (if applicable)	Condition & Disposition	Deployed Location	Acquired Date	Acquired Cost	Equipment Custodian

LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
TRAINING CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

TRAINING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order Or Service Contract**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Submit copies of the Agenda **AND** submit Class Roster/Sign-in Sheets or Certificate of Completion with training date.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- ☐ **Consultant Roster:** Complete the attached 'Consultant Roster.'
- ☐ **State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- ☐ **Total No. of Grant-Funded Trainees:** _____ **Total No. of Grant-Funded Instructors:** _____

TRAINING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

- ☐ **Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- ☐ **Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- ☐ **Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the training.
- ☐ **Class Roster/Sign-in Sheets or Certificate of Completion with Training Date:** If claiming for Backfill the Class Roster/Sign-in Sheet or Certificate of Completion should be for the person who attended the training.
- ☐ **Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- ☐ **State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. International trainings require State approval. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- ☐ **Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or training/conference fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see www.gsa.gov for approved per diem rates.
- ☐ **Total No. of Grant-Funded Trainees:** _____ **Total No. of Grant-Funded Instructors:** _____

Completed By: _____

Signature: _____

Date: _____

LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
EXERCISE CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

EXERCISE PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order or Service Contract**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Submit copies of Sign-in Sheets **AND** submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Consultant Roster:** Complete the attached 'Consultant Roster.'
- ☐ **State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. There are **NO** exceptions or retroactive
- ☐ **Exercise Date:** _____ **Number of Exercise Participants:** _____

EXERCISE PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

- ☐ **Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- ☐ **Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- ☐ **Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the exercise.
- ☐ **Sign-in Sheets or Certificate of Completion with Exercise Date:** If claiming for Backfill, the Sign-in Sheet or Certificate of Completion should be for the person who attended the exercise.
- ☐ **State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. **NO** exceptions or retroactive approvals.
- ☐ **Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or exercise fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see www.gsa.gov for approved per diem rates.
- ☐ **After Action Report:** Submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- ☐ **Exercise Date:** _____ **Number of Exercise Participants:** _____

Completed By: _____

Signature: _____

Date: _____

LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
PLANNING CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

PLANNING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order or Service Contract**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Consultant Roster:** Complete the attached 'Consultant Roster.'

PLANNING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

- ☐ **Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- ☐ **Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- ☐ **Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for.
- ☐ **Personnel Roster:** Complete the attached 'Personnel Roster.'
- ☐ **Final Product:** Submit a copy/copies of the Final Product as outlined in the workbook OR submit intermittent deliverables as discussed with your Grant Specialist.

Completed By: _____

Signature: _____

Date: _____

LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
ORGANIZATION CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

ORGANIZATION PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order or Service Contract**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Consultant Roster:** Complete the attached 'Consultant Roster.'

ORGANIZATION PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

- ☐ **Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll
- ☐ **Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and
- ☐ **Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill,
- ☐ **Personnel Roster:** Complete the attached 'Personnel Roster.'
- ☐ **Federal Request:** If requesting reimbursement for Overtime, include a copy of the Federal Request for Overtime. This applies

Completed By: _____

Signature: _____

Date: _____

Grant-Funded Typed Resource Report

Tool Instructions:

- Each row should contain the equipment purchased with, or training held, using grant funds for current reporting period. If more than one of the SAME equipment item was purchased, please use one line and note the quantity in the 'Comments' section. Otherwise, use a different line for each different equipment item purchased. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed. The description and listing of NIMS typed resources can be found at: <https://rtlt.ptacccenter.org/Public>.
- If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Additional Core Capability Supported:	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	Mass Search and Rescue Operations	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination		\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services		\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	Infrastructure Systems	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Project	Consulting Firm & Consultant Name	Project & Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Period of Expenditure	Fee For Deliverable	Billable Hour Breakdown		
									Total Salary & Benefits charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours
<i>A</i>	<i>XYZ and Associates</i>	<i>Develop a regional mass evacuation plan</i>	<i>Mass Evacuation Plan</i>	<i>Planning</i>	<i>Develop and Enhance Plans, Protocols & Systems</i>	<i>Consultant/Contractor Fee</i>	<i>2/1/14-8/1/14</i>	<i>50,000</i>			

Project	Employee Name	Project/Deliverable	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total salary & Benefits charged for this Reporting Period	Total Project Hours
<i>A</i>	<i>Officer J. Smith</i>	<i>Alliance: Planning/Validation, Training & Exercise</i>	<i>LE</i>	<i>Planning</i>	<i>Develop and Enhance Plans, Protocols & Systems</i>	<i>1/11/15-1/24/15</i>	<i>3,500</i>	<i>80</i>

AGENDA ITEM H - ENCLOSURE

EXHIBIT D

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

AVIATION EQUIPMENT REQUEST FORM

Homeland Security Grant Program FY: _____ Grant Number: _____ Cal OES ID#: _____

Urban Area Security Initiative (UASI) FY: _____ Grant Number: _____ Cal OES ID#: _____

Project Amount: UASI: \$ _____ SHSGP: \$ _____

City/County/Agency Name: _____

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____

2. Provide a description of the area that will be served by the requested equipment.
3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.
5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.
6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.
7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____	Watercraft- Related Equipment _____
------------------	-------------------------------------

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _____

Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility:

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs ² (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
TOTAL - EOC Supplies and Equipment		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

(Name)

Date: _____

(Signature)



OMB Control#: 1660-0115
Expiration Date: 10/31/2013
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed. Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: <http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <http://www.fema.gov/plan/ehp/ehpreview/index.shtm>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

AGENDA ITEM H - ENCLOSURE

SECTION A. PROJECT INFORMATION

DHS Grant Award Number:..... _____

Grant Program: _____

Grantee _____

Grantee POC: _____

Mailing address: _____

E-mail: _____

Sub grantee: _____

Subgrantee POC:..... _____

Mailing address: _____

E-mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;

alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
- a. Specify the equipment, and the quantity of each:.....
- b. Provide the Authorized Equipment List (AEL) number(s) (if known):
- c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
- a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required):
- b. Provide the location of the training (physical address or latitude-longitude):
- c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>: ☐ Yes ☐ No
- If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address):
 - If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):.....

- Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? ☐ Yes ☐ No
 - If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:.....
 - If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):.....
 - d. Would any equipment or structures need to be installed to facilitate training? ☐ Yes ☐ No
 - If Yes, complete Section D
3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures.**
- a. Complete Section D.
4. ☐ **Generator installation.**
- a. Provide capacity of the generator (kW):
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): ..
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator):
- d. Complete Section D.
5. ☐ **New construction/addition.**
- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):
- b. Provide technical drawings or site plans of the proposed project: ☐ Attached
- c. Complete Section D.
6. ☐ **Communication towers, antennas, and related equipment.**
- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):.....
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for communications towers. Available at: <http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf>

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted:
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:
- e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and the number of wires per band:.....
 - Explain why a guyed tower is needed to meet the requirements of this project:
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):.....
- h. Describe the frequency and seasonality of fog/low cloud cover:
- i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:
- j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?..... ☐ Yes ☐ No
- Describe how presence/absence of bird roosts or rookeries was determined:
- k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:
- l. Distance to nearest existing telecommunication tower:
- m. Have measures been incorporated for minimizing impacts to migratory birds?..... ☐ Yes ☐ No
- If Yes, describe:
- n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?..... ☐ Yes ☐ No
- If Yes, provide Registration #:
 - If No, why?
- o. Has the FCC E106 process been completed?..... ☐ Yes ☐ No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed?..... ☐ Yes ☐ No
- If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

Notification System (TCNS), if applicable. FRN#:.....

- q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)?..... ☐ Yes ☐ No

- If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:.....

- r. Complete Section D.

7. ☐ **Other.** Complete this section if the proposed project does not fit any of the categories above.

- a. Provide a complete project description:
- b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project installation**

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):.....

- If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

- c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If No, describe power source and detail its installation at the site:

2. ☐ **Age of structure/building at project site**

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and

significant renovation, rehabilitation, or modification has occurred,
provide the year(s) modified and briefly describe the nature of
the modification(s):.....

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov> ☐ Yes ☐ No

- If Yes, identify the name of the historic property, site and/or district and the National Register document number:

3. ☐ **Site photographs, maps and drawings**

- a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site:..... ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure:..... ☐ Required
- Labeled, color aerial photograph of the project site:..... ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached

- b. Are there technical drawings or site plans available? ☐ Yes ☐ No
- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If Yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If Yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document was prepared for this project? ☐ Yes ☐ No

- If Yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency:.....

Date approved:.....

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs.

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in pdf format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment

Ground-level photograph with equipment close-up.

Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,¹ this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

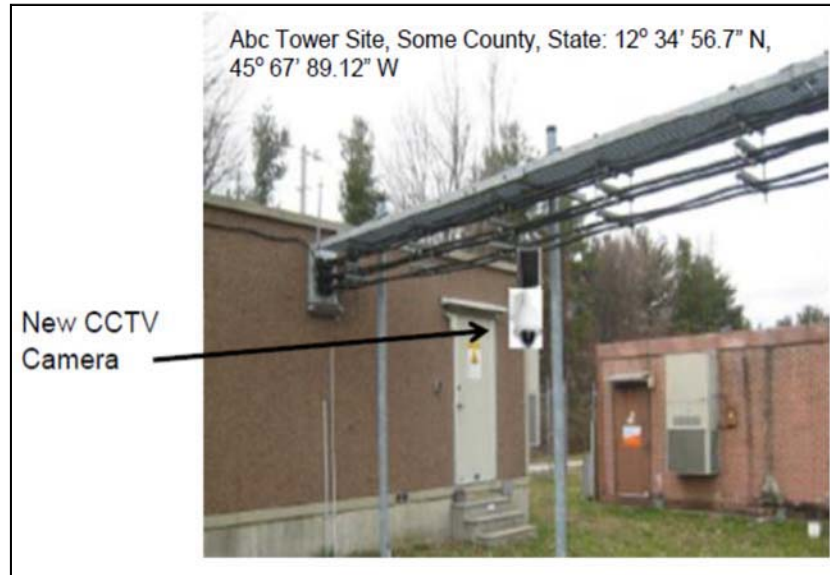


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up.

The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

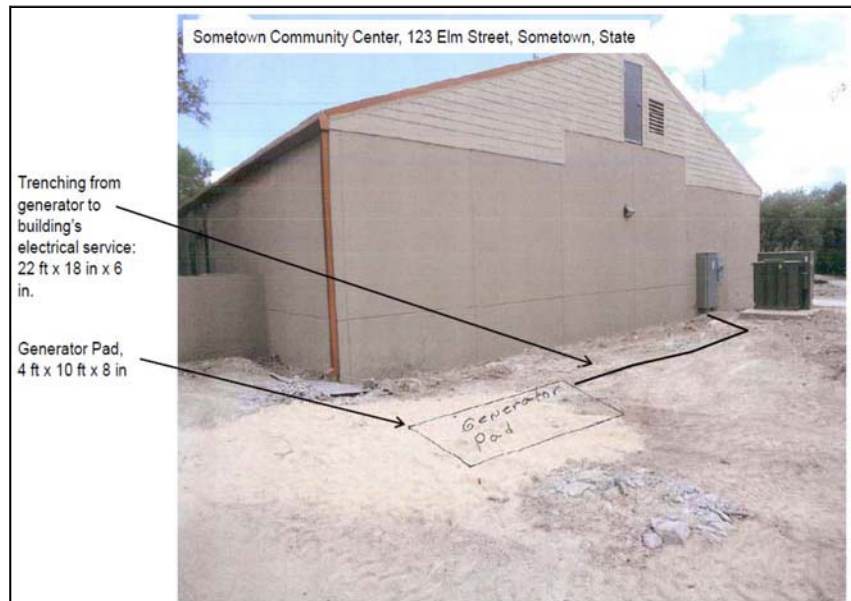


Figure 4. Ground-level photograph showing proposed ground disturbance area.

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

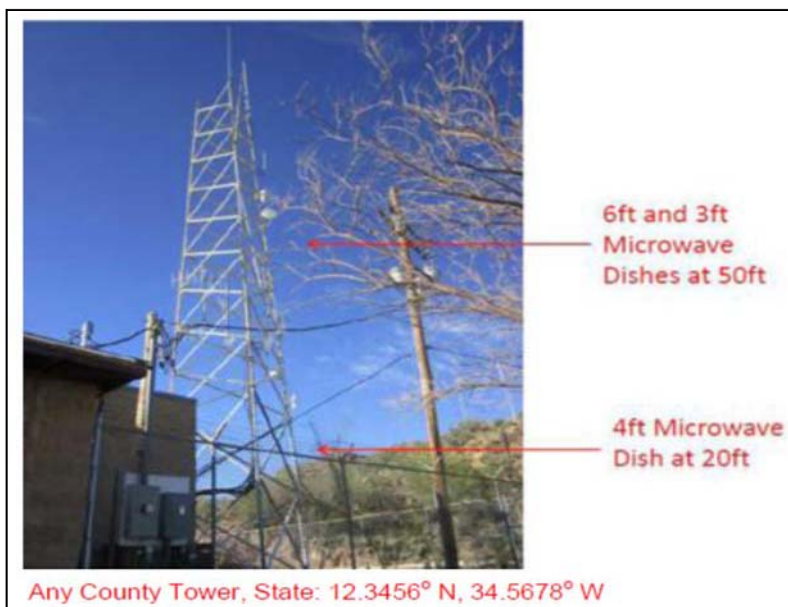


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

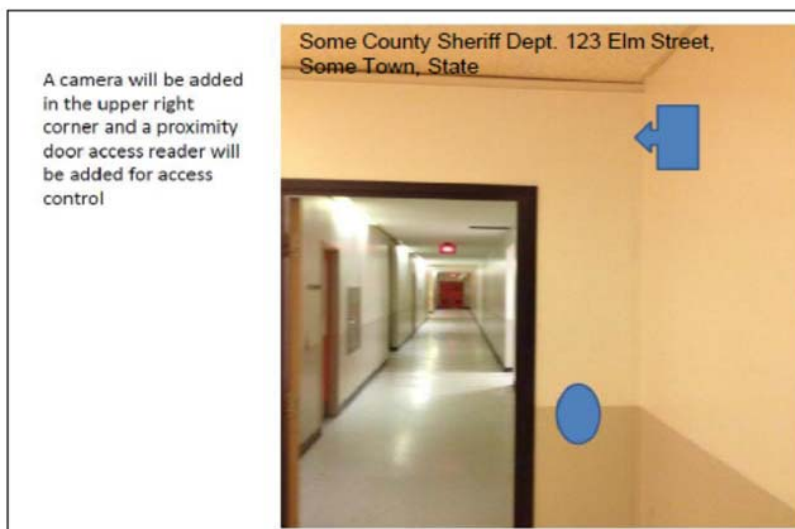


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

¹ Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Homeland Security Grant Program FY: _____ Grant Number: _____ CalOES ID# _____

Subgrantee name: _____ Project: _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: _____ Project Budget: \$ _____
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.
 - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
 - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)
 - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by _____ Date: _____
(Name) (Signature)

EXHIBIT E

Technology Project Standards

1. Virtual Port (Data System Projects)

- 1) Web-based software: system on browser technology instead of proprietary system
- 2) API or STK software integration tools- application is typically provided by the manufacturer
- 3) Exchange protocols: 128 bit encryption
- 4) Dual authentication

2. Downlink Project

1. Ability to go non-encryptive for both receivers and transmitters
2. 6.5 GHz Range
3. High-gain antennas
4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

3. SMART Classroom

1. 2 Mbps minimum bandwidth
2. Code-X Specs- minimum of C40 (2 video outputs)
3. Camera Specs- 1080 dpi
4. Firewall settings:
5. IT personnel required for set-up/installation

4. LARCOPP

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC's mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs', Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP's/IAP's

Downlink Receiver – Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.

Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone's incidents and information live. It also allows us to work together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

5. License Plate Recognition (LPR)

Overview:

Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

System Requirements:

- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
 - GPS location;
 - Date;
 - Time;
 - Source (vehicle ID/fixed identifier);
 - Alert reason;

- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

Hardware:

- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

Network Conditions:

- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

Warranty and Maintenance:

- System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

Regional Sharing:

- Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum of Agreement to share data between LA-LB UASI law enforcement members (to be developed and provided prior to final grant award);



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

April 12, 2018

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

Dear Directors:

**APPROVE A SITE ACCESS AGREEMENT WITH THE COUNTY OF
LOS ANGELES AND PERMITS TO ENTER WITH THE DISTRICT ENGINEER
OF WATERWORKS DISTRICTS NOS. 29 & 40, AND AN AMENDMENT TO
THE SITE ACCESS AGREEMENT WITH THE CITY OF PASADENA FOR
LAND MOBILE RADIO SYSTEM SITES**

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute agreements and permits to enter substantially similar in form to the enclosed Site Access Agreement (SAA) with the County of Los Angeles for the Clara Shortridge Foltz Criminal Justice Center (CCT) (also known as Criminal Court) parking driveway site, and to the enclosed Permits to Enter (PTE) with the District Engineer of Waterworks District No. 29 for Pump Station 38 (DPW38) (also known as Buttes Tank) and Topanga Peak (TOP) (also known as Saddle Peak Tank) sites and Winding Way (WWY) (also known as Winding Way Tank) site owned by Waterworks District No. 40, and an amendment to an existing SAA with the City of Pasadena for the Mirador (MIR) site for use in the Land Mobile Radio (LMR) System. A list of the sites covered by the proposed agreements and permits is attached as Enclosure 1.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement (SAA) for site CCT, the Permits to Enter for sites DWP38 and WWY, and the amendment to an existing SAA with the City of Pasadena for site MIR to allow for all Land Mobile Radio (LMR) system work to occur at these three sites for the design, construction,

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implementation, operation and maintenance of the LMR System infrastructure, as covered by the respective SAA and Permit to Enter, are within the scope of the activities previously authorized at sites CCT and MIR on December 17, 2015 and at sites DWP38 and WWY 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. Find that (a) approval of the Permit to Enter for site TOP to allow for all Land Mobile Radio system work to occur at this site is (a) within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LA-RICS LMR System previously certified by your Board under CEQA on March 29, 2016; and (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.
3. Authorize the Executive Director to finalize and execute agreements and permits substantially similar in form to the enclosed SAA, Permits to Enter and Amendment to SAA.

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 LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with the County of Los Angeles, the District Engineer of the Waterworks Districts No. 29 and 40, and the City of Pasadena, have resulted in the attached SAA, Permits to Enter and Amendment to SAA, Enclosure 2. The prior Pasadena SAA was for two sites for use in the LTE PSBN Network. The amendment adds an additional site to the SAA for LMR use. The prior SAA with Pasadena is enclosed at Attachment 3.

Entering into the proposed SAA and Permits to Enter with the County of Los Angeles and the District Engineer of the Waterworks Districts No. 29 and 40, respectively, and the proposed Amendment to the existing SAA with the City of Pasadena would provide the Authority with a license, sublicense or permit to enter to access a portion of County,

Waterworks Districts, and City owned properties for use as a LMR communications site(s). The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

On December 17, 2015 and December 12, 2016, your Board determined that design, construction, implementation, operation, and maintenance of LMR System infrastructure at sites CCT and MIR, and at sites DWP38 and WWY, respectively, among other LMR System sites, were exempt from CEQA pursuant to Public Resources Code section 21080.25, the exemption adopted specifically for the LA-RICS project.

On March 29, 2016, your Board certified the EIR for the LA-RICS LMR System (State Clearinghouse Number 2014081025); adopted a Mitigation Monitoring Plan (MMP) as a condition of project approval; adopted Findings of Fact and Statement of Overriding Considerations for the Project; and authorized the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at 44 LMR sites, including site TOP.

Delegated authority is requested to execute the proposed SAA, Permits to Enter and Amendment to SAA 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 agreements 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 relevant provisions of the SAA with the County of Los Angeles, the Permits to Enter with Waterworks Districts No. 29 and 40, as well as the amendment to the existing SAA with the City of Pasadena follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	1	Indefinite Term Until Terminated	Gratis	Exempt	Waived
Waterworks District Nos, 29 & 40	3	15 years in Effect Until Terminated	Gratis	WWY and TOP require LCP Approval	TBD (by mutual agreement)
Pasadena	1	15 years in Effect from date of original Agreement (July 7, 2015) Until Terminated	Gratis	Exempt	To be determined

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of each of the LMR System Sites identified in Enclosure 1 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

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at these sites 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 and in emergency response.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on December 17, 2015 and December 12, 2016 that design, construction, implementation, operation, and maintenance of LMR System infrastructure at sites CCT and MIR, and at sites DWP38 and WWY, respectively, are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined on those dates that leased circuit work that may occur outside of these sites is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (operation, repair and maintenance of existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land). Approval of a SAA at site CCT, the Amendment to SAA to add site MIR and Permits to Enter for DWP38 and WWY are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this SAA, Amendment to SAA, and Permits to Enter.

The environmental impacts of the project at the TOP site were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended action related to site TOP is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendation. 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 the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

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Upon the Board's approval of the recommended actions, the LA-RICS Authority will file Notices of Exemption with the County Clerk for the SAA for site CCT, the Amendment to SAA for site MIR, and Permits to Enter for sites DWP38 and WWY pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines, and will file a Notice of Determination with the County Clerk for the Permit to Enter for site TOP pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosures

c: Counsel to the Authority

Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Superviso rial District
CCT	Criminal Court Building (LMR Generator Site)	LA County (APN 5161-005-923)	210 W Temple St	Los Angeles	CA	90012	1
DPW38	DPW38 Water Tank	LA County DPW Waterworks District 40	39750 163 rd Street E (end of cul-de-sac)	Lake Los Angeles	CA	93591	5
TOP	Topanga Peak	LA County DPW Waterworks District 29	Topanga Tower Mountainway	Topanga	CA	90290	3
WWY	Winding Way	LA County DPW Waterworks District 29	28001 Overview Rd.	Malibu	CA	90265	3
MIR	Mirador	City of Pasadena	Glen Oaks Blvd	Pasadena	CA	91105	5

**LMR SITE ACCESS AGREEMENT
FOLTZ CRIMINAL COURT – LAND MOBILE RADIO GENERATOR SITE**

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2018,

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County owns certain landscaped grounds with Assessor Parcel Number ("APN") 5161-005-923 of approximately 81,000 square feet described on the Exhibit **A** attached hereto and incorporated herein by this reference ("Real Property") immediately adjacent to the Clara Shortridge Foltz Criminal Justice Center ("Building") located at 210 West Temple Street, Los Angeles California 90012, and;

WHEREAS, the Judicial Council of California, acting as the owner of the Building, entered into a site access agreement with LA-RICS Authority on July 27, 2015, as amended and restated on May 3, 2016 and attached hereto as Exhibit **D** and incorporated herein by this reference ("Amended and Restated Site Access Agreement"), to permit the use of a portion of the Building's rooftop by the LA-RICS Authority as both a Long Term Evolution ("LTE") broadband communications site and a Land Mobile Radio ("LMR") communication site, and pursuant to section 16.02 of which LA-RICS is permitted to operate the LMR Generator Unit (as defined below) in the event that normal power is not available; and

WHEREAS, it is in the best interests of both the Judicial Council of California and the County to locate certain LMR equipment known as the emergency generator, its ancillary diesel fuel tank and connecting pipes and electrical connections, described on Exhibit **B** ("Equipment List," collectively "LMR Generator Unit") attached hereto and incorporated herein by this reference, on that certain portion near the middle of the northern boundary of the Real Property at the roadside of a private outdoor driveway where proprietary vehicles enter from Spring Street to arrive at the entrance of a private subterranean parking lot of the Building, as described on Exhibit A ("LMR Generator 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 Generator 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 GENERATOR SITE**

1.01 County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space, private access roads and easements for access and utilities to install and operate an unmanned LMR Generator Unit, consisting of the Real Property shown on Exhibit A ("LMR Generator Site").

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

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

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

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

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Generator Site for the installation, operation, maintenance, and repair of a LMR Generator Unit. 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 Generator Unit (b) shall be allowed access over, through and across each site comprising the Real Property, other necessary space, and private access roads and easements for ingress to and egress from the LMR Generator Site, 24 hours per day, 7 days per week without notice. The LMR Generator Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. APPROVALS/DESIGN REVIEW

3.01 The LA-RICS AUTHORITY shall obtain written approval of County upon completion of design development and prior to installing any equipment, buildings or structures at the LMR Generator Site. With its written request for approval, LA-RICS AUTHORITY shall furnish and submit to County copies of project plans and specifications (along with any other information reasonably requested by County) for the LMR Generator Site. LA-RICS AUTHORITY agrees to discuss with County the concerns of County, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County approval prior to implementation of said plans.

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

3.03 County and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors

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

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

4. TERM

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

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

5. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

County shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LMR Generator Unit (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LMR Generator Unit on the LMR Generator

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

6. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS LMR Generator Unit at its own expense and risk as approved by County in accordance with the terms hereof.

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

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

7.04 LA-RICS AUTHORITY accepts the LMR Generator 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 Generator Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and

appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LMR Generator Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LMR Generator Unit at the LMR Generator Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Generator Site.

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

7. ALTERATIONS

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

8. MAINTENANCE

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

notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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

9. CONSTRUCTION STANDARDS

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

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

10. OTHER OPERATIONAL RESPONSIBILITIES

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

11. RELOCATION

12.01 County shall have the right to request relocation of the LMR Generator Unit 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 Generator 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 LMR Generator Unit or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Generator Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Generator Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LMR Generator Unit 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, subject to County approval, to request a one-time relocation of the LMR Generator Unit or any portion thereof to an Alternate Site on the Real Property, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Generator 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 LMR Generator Unit or the LA-RICS system or equipment;

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

(c) LA-RICS AUTHORITY shall give County at least sixty (60) days written notice of the requested relocation. The requested relocation shall be subject to prior approval by County, and such approval not to be unreasonably withheld.

12. ACCESS TO LMR GENERATOR SITE

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LMR Generator Site ("Access"), but only to the extent County has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY, on behalf of itself and its member

agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR Generator Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at Licensee's cost.

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

13. EMERGENCY ACCESS BY COUNTY

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

14. 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 Generator Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with County and with other relevant parties to mitigate such violations in a timely manner.

15. 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 use, and shall be responsible for the payment of all utilities necessary for the operation of the LMR Generator Unit on the LMR Generator Site. If such installation is not feasible, as determined by County, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any or all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by County and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

16. HOLD HARMLESS AND INDEMNIFICATION

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

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

17. INSURANCE

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

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

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per occurrence \$1 million

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

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

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

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

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

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

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

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

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

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

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

equivalent to ISO policy form WC 00 03 01 A) naming the County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

18. FAILURE TO PROCURE INSURANCE

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

19.02 Use of the LMR Generator 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.

19. TAXES

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

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

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

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

20. NOTICES

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

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

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

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

County of Los Angeles
Chief Executive Office – Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attn: Director of Real Estate

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

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

21. LA-RICS FACILITY REMOVAL

22.01 LA-RICS AUTHORITY shall remove all of its LMR Generator Unit and personal and improvements from the LMR Generator Site and the Real Property and restore the LMR Generator Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, and entirely at LA-RICS AUTHORITY'S own cost, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Generator Site and the Real Property all of its LMR Generator Unit and personal property and improvements and restore the LMR Generator Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation, and entirely at LA-RICS AUTHORITY'S own cost. If weather conditions or lack of access to the LMR Generator Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

22. INDEPENDENT STATUS

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

23. AMENDMENT

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

24. ASSIGNMENT

24.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of County, which consent will be at County's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon

partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

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

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

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

25. SUBORDINATION AND NON-DISTURBANCE

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

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

26. CONDEMNATION

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

27. DEFAULT

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

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

28. WAIVER

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

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

29. HAZARDOUS MATERIALS

30.01 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 Generator Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

30.02 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.

30. DAMAGE OR DESTRUCTION

31.01 Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Generator Site in the event of one of the following: (a) the applicable Real Property or the LMR Generator Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably

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

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

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

31. 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.

32. INDEPENDENT CONTRACTOR STATUS

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

33. GOVERNING LAW, JURISDICTION, AND VENUE

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

34. COMPLIANCE WITH APPLICABLE LAW

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

35. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

36. **NON EXCLUSIVITY**

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

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

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

38. **PUBLIC RECORDS ACT**

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

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

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

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

indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after County's receipt of LA-RICS AUTHORITY's invoice.

39. OTHER TERMS AND CONDITIONS

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

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

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

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

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

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

40. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

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

41. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

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

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

42. BANKRUPTCY

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

43. SUCCESSORS AND ASSIGNS

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

44. SEVERABILITY

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

45. INTERPRETATION

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

46. ENTIRE AGREEMENT

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

HOA.102065414.1

COUNTY-SPECIFIC PROVISIONS:

47. LOBBYIST

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

48. ENFORCEMENT

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

49. SOLICITATION OF CONSIDERATION

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the

inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

52. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

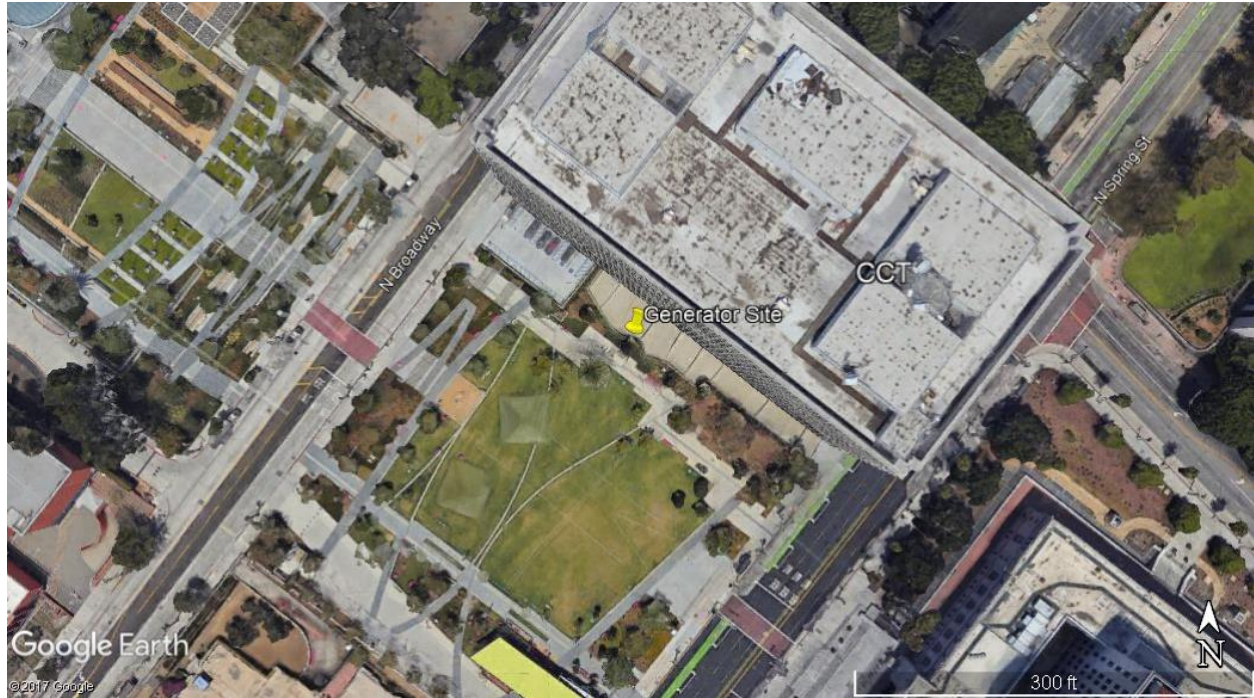
By: _____
Senior Associate

By: _____
Senior Associate

EXHIBIT A

SITE DESCRIPTION

(Showing Real Property and LMR Generator Site)



CCT Generator Site
Private Outdoor Driveway
Los Angeles, CA 90012

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
CCT	Criminal Court Building (LMR Generator Site)	LA County (APN 5161-005-923)	210 W Temple St	Los Angeles	CA	90012	1

EXHIBIT B

EQUIPMENT LIST

Criminal Court (CCT) Generator Site

New 60 Kw Generator (1)

New 1350 Gallon Fuel Tank (1)

New Bollards (8),

PERMIT TO ENTER

Permittee:

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Scott Edson
Telephone: 323-881-8281

Waterworks District No. 40:

Mark Pestrella, District Engineer
900 South Fremont Avenue
Alhambra, CA 910803
ATTN: David Rydman
Telephone: (310) 456-5341

-
1. PREMISES: Permittee, after execution by the District Engineer, is hereby granted permission to enter the following Waterworks District No. 40 (the "District") property (the "Premises") identified as:

DPW 38 Tank Site (aka Buttes Tank), Palmdale

Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

2. PURPOSE: The sole purpose of this Permit is to allow LA-RICS Authority and its employees, agents and contractors (collectively "Permittee") to enter the Premises and to install, locate, construct, operate, maintain and repair an unmanned Land Mobile Radio (LMR) communications facility and the LMR System on land space shown on Exhibit A ("Real Property") attached hereto and incorporated herein by this reference (the "LMR Site") together with necessary permits for access and utilities owned by the District. The LMR Site typically consists of the infrastructure, shelter, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR System, and associated infrastructure, shelter, equipment and related improvements, collectively, the "LA-RICS Facility"). Site drawings for the LMR Site are included as Exhibit C. The 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"). Permittee's use of the Premises shall be subordinate to the primary uses and purposes of the Premises by District and others (pursuant to District's permission), and Permittee shall at no time interfere with the use of the Premises by District. District acknowledges that the Permittee has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to the LMR System as a part of the LA-RICS, and that any of the LA-

RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Permit to Enter and/or may perform services with respect to LA-RICS with written notification provided 60-day in advance of work being performed, subject to prior approval by the District which will not be unreasonably withheld.

3. **APPROVALS/DESIGN REVIEW:** The Permittee shall furnish and submit to District copies of project plans (along with any other information reasonably requested by District) for the LMR Site at the 50%, 75%, and 100% stages of design development, for District's review and approval. Permittee agrees to discuss with District the District's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain District approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the Permittee's and District's (or District'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. District agrees that it will approve or deny approval of all plans and specifications within 20 business days of receipt of said plans. If District fails to provide approval within 20 days, Permittee shall notify District of such failure and District shall have 5 days from receipt of such notification to approve or deny such plans. Permittee shall provide District with a notice of work commencement and an estimated time of completion for each LMR Site.

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

Should ministerial permits be required, District shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with District's review, such costs will be mutually agreed to by District and Permittee prior to work commencing. The Permittee may perform and obtain, at the Permittee's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under

the Premises 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 Permittee's use of the LMR Site will be compatible with the Permittee's engineering specifications and design and operational requirements. District shall work cooperatively and expeditiously with the Permittee 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: This Permit shall commence upon execution by the District Engineer and terminate fifteen (15) years thereafter, unless terminated earlier by the parties by providing prior written notice as required herein.
5. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT: District shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the Permittee's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after Permittee's initial installation of the LA-RICS Facility on the LMR Site. In addition, District 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 Permittee (except in cases of emergency pursuant to Section 12 hereof (Emergency Access)) and, at Permittee's option, Permittee may choose to have a representative to accompany District during any such inspection of or access to a LMR Site. The Permittee shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the District has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Permit, including without limitation Sections 3 hereof. District's review and approval of the plans shall not release the Permittee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The Permittee shall be responsible for notifying District and all other relevant parties immediately upon discovery of such omissions and/or errors. The Permittee shall not cause or permit any change of any equipment installed by the Permittee on the LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after District has been provided an opportunity to review and approve, such plans and specifications.
7. INSTALLATION:
 - a. Permittee shall install the LA-RICS Facility at its own expense and risk as approved by District in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception by the District. Permittee 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 Permittee's name, 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.

- b. Permittee accepts the LMR Site in an "as is" condition as of the date of full execution of this Permit. Permittee shall have the right to finance and construct approved equipment and related improvements on the LMR Site at Permittee's sole cost and expense, except as may be provided otherwise by other Permits. Following the construction and installation of the LA-RICS Facility, Permittee 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 Permittee's infrastructure, shelter, equipment, and related improvements and as required for Permittee's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate Permittee's infrastructure, shelter, equipment, and related improvements on the LMR Site.
- c. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, Permittee shall provide District 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 Permittee shelters, cabinets, grounding rings, cables, and utility lines associated with Permittee's use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by District, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C. District shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by District.

8. RELOCATION:

- a. District 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 Premises ("Alternate Site"), provided:
 - 1. The Alternate Site: (i) is substantially similar to Permittee's current LMR Site in size, (ii) is compatible with Permittee's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the Permittee's or the LMR System or equipment;
 - 2. District shall pay all costs incurred by Permittee for relocation of Permittee'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 the California Environmental Quality Act (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 enable Permittee's use of the Alternate Site.

3. District shall give Permittee at least six (6) months written notice before requiring relocation; and
 4. District shall use its best efforts to assist Permittee's in its relocation efforts of Permittee's facilities so as to not materially interrupted Permittee, including, if necessary, to place temporary equipment on the Premises during the relocation.
9. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required by or for the conduct of the Permitted Activities and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
10. **MAINTENANCE:** District shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities, but does not include the LA-RICS Facility. The LMR Site shall be kept neat and clean by Permittee and ready for normal use by District and other users. Should Permittee fail to accomplish this, following 30 days written notice from District, District may perform the work and Permittee shall pay the cost thereof upon written demand by District. However, graffiti removal from the LMR site by the Permittee shall be required within 72 hours of notification by District.

Permittee 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 Permittee, its employees, agents or business vendors, including without limitation the LMR Vendor. Should Permittee fail to promptly make such repairs after thirty (30) days written notice from District, District may have repairs made and Permittee shall pay the cost thereof upon written demand by District.

11. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may 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 Permittee as follows:

2525 CORPORATE PLACE, SUITE 100
MONTEREY PARK, CA 91754
Attention: Scott Edson

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to District shall be addressed to:

PO BOX 1460
ALHAMBRA, CA 910802-1460
Attention: Assistant Deputy Director, Waterworks Division

12. **EMERGENCY ACCESS BY DISTRICT:** The District 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 Permittee's transmission(s) from the LMR Site should Permittee be unable or unwilling to respond to District's request to take immediate action to correct any deficiency which threatens District's operation on the LMR Site, provided that District shall endeavor to provide a 24-hour prior notice to Permittee and shall access the LMR Site in the presence, if possible, of an Permittee representative, if provided by Permittee. Notwithstanding the foregoing, District shall not be required to provide notice to Permittee prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the District access Permittee's equipment shelter. District shall use its best efforts to minimize any inconvenience or disturbance to Permittee when entering the LMR Site. Permittee shall reimburse District within thirty (30) days of receipt of District's written request for District's actual costs to correct any deficiency that is corrected by District pursuant to this Section.
13. **RADIO FREQUENCY EMISSIONS/INTERFERENCE:**
 - a. **No Interference:** Permittee 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 District or District's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Permit is entered into.
 - b. **Interference With Public Safety Systems:** In the event of any interference with District's, County Sheriff or Fire Department, Public Works, County-wide Integrated Radio System (CWIRS), Paramedics or other County mission critical communications systems, or any future public safety-related systems, which is caused by Permittee's equipment or operations, Permittee shall be immediately notified by District of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

- c. **Interference With Non-Public Safety Systems:** In the event Permittee's operations or equipment cause interference with non-public safety-related systems of District or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to Permittee and Permittee promptly meet with District to cooperatively discuss and reach agreement on how such interference will be resolved. District agrees that District 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 Permittee.
- d. **Interference During Emergency:** If any measurable interference caused by Permittee's equipment with District's electronic equipment during an emergency incident occurs, the Permittee will immediately cease operation, transmission or further use of Permittee's equipment until such time as the emergency incident or interference has ended but Permittee shall be permitted to power up its equipment for intermittent testing with notice.
- e. **Compliance With Law:** Permittee 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. Permittee 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. Permittee 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 Permittee's equipment alone and not in combination with others. Where Permittee's equipment, in combination with other, exceed or violates such standards, Permittee shall reasonably cooperate with District and with other relevant parties to mitigate such violations in a timely manner.

14. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of District.
- b. 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

permits and licenses required to conduct the Permitted Activities on the Premises.

- c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of District.
- d. Conduct the Permitted Activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by District. District has the right to immediately eject or remove any agent, servant or employee of the Permittee who fails to conduct the Permitted Activities in the manner heretofore described.
- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all District or County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to make repairs or replacement within 30 days unless otherwise mutually agreed by the parties, District may have repairs or replacement made and Permittee shall pay costs.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the Permitted Activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of District, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by District on the day following the termination of this Permit. Should Permittee fail to accomplish this, District may perform the work and Permittee shall pay the cost. The Permittee and District may agree that Permittee may abandon some of the facilities in place upon the written consent of District.
- i. Subject to the terms of Section 6 and Section 12 herein, allow District to enter the Premises to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the District Engineer.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the Permitted Activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the District.

k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.

l. Prohibit the sale of food.

15. **INDEMNIFICATION:** Permittee agrees to indemnify, defend, save and hold harmless the District, County of Los Angeles, its agents, 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 Permittee's use of the Premises, including, but not limited to, fires and other damages resulting from Section 12, except for such loss or damage arising from the negligence or willful misconduct of the District.

District agrees to indemnify, defend, save and hold harmless Permittee 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 performance of District's obligations hereunder, except for such loss or damage arising from the negligence or willful misconduct of the Permittee.

16. **GENERAL INSURANCE REQUIREMENTS:** Without limiting Permittee's indemnification of District, Permittee shall provide and maintain, and shall cause its contractors to provide and maintain, the following types and limits of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's or its contractors' own expense.

- a. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to the District prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and permittee shall provide District with, or permittee's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Permit, in the sole discretion of the District, upon which the District may suspend or terminate this Permit.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII, unless otherwise approved by District.
 - c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which District immediately may suspend or terminate this Permit. District, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.
 - d. Notification of Incidents, Claims or Suits: Permittee shall report to District any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or District in writing within 24 hours of occurrence.
17. INSURANCE COVERAGE REQUIREMENTS: Permittee shall require its contractors to have the following:
- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming District as an additional insured, with limits of not less than the following:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million
 - b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$22 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.
 - c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.
- In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$2 million
Disease - policy limit:	\$2 million
Disease - each employee:	\$2 million

18. **LA-RICS FACILITY REMOVAL:** Subject to Section 14, Permittee 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 Permittee excepted, on or before the expiration of this Permit, unless this Permit is otherwise terminated or cancelled prior to the expiration date provided herein, in which case Permittee 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 Permittee excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of Permittee's property impossible, then Permittee shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

If Permittee 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, District may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at Permittee's expense. Permittee shall reimburse District within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. District shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

20. **DEFAULT:** Except as otherwise provided in this Permit, in the event of a default hereunder by Permittee, District shall provide written notice thereof to Permittee. Permittee shall have sixty (60) days from the date of said notice in which to cure the default, provided that Permittee 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 Permittee 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. District may not maintain any action or effect any remedies for default against Permittee unless and until Permittee has failed to cure a default within the time periods set forth in this section. In the event that Permittee fails to cure a default within sixty (60) days or as otherwise provided in this section, District may: (a) cure the default and invoice Permittee for all costs reasonably incurred in effecting such cure, or (b) terminate this Permit upon written notice to Permittee, take possession of the LMR Site and remove all Permittee's improvements located thereon. In the event of a default hereunder by District, Permittee shall provide written notice thereof to District. District shall have sixty (60) days from the date of said notice in which to cure the default, provided that District 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 District 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. Permittee may not maintain any action or effect any remedies for default against District unless and until District has failed to cure a default within the time periods set forth in this section. In the event that District fails to cure a default within sixty (60) days or as otherwise provided in this section, Permittee may: (a) cure the default and invoice District for all costs reasonably incurred by Permittee in effecting such cure, or (b) terminate this Permit upon written notice to District.

21. **DAMAGE OR DESTRUCTION:** Either party shall have the right to terminate this Permit 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 District 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 Permittee'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, Permittee 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 District elect not to undertake such repairs.

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 Permit by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

22. **WAIVER:**

- a. 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 Permit or stopping either party from enforcing the full provisions thereof.
- b. 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 Permit shall be cumulative.

23. HAZARDOUS MATERIALS:

- a. 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 Permit, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.
- b. 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.

24. AUTHORIZATION WARRANTY: The parties hereto represent and warrant that the person executing this Permit 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 Permit and that all requirements of such party have been fulfilled to provide such authority.

25. GOVERNING LAW, JURISDICTION, AND VENUE: This Permit shall be governed by, and construed in accordance with the internal laws of the State of California. Permittee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Permit and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

26. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Permit, each party and anyone acting on such party's behalf pursuant to this Permit shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, including but not limited to Multi-Employer Worksite regulations, and implementation of an Injury & Illness Prevention Program pursuant to Title 8, California Code of Regulations if applicable and all

provisions required thereby to be included in this Permit are hereby incorporated herein by reference.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- a. Permittee 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 Permit or under any project, program or activity supported by this Permit.
- b. Permittee 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.
- c. Permittee 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 Permit or under any project, program, or activity supported by this Permit.
- d. If the District finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Permit upon which the District may terminate, or suspend this Permit.
- e. While the District reserves the right to determine independently that the anti-discrimination provisions of this Permit have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Permittee has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Permittee has violated the anti-discrimination provisions of this Permit.
- f. In the event Permittee violates the antidiscrimination provisions of the Permit, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the District 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 Permit.

28. NON EXCLUSIVITY: Nothing herein is intended or shall be construed as creating any exclusive arrangement with Permittee.

29. PUBLIC RECORDS ACT:

- a. Any documents submitted by Permittee or its agents including without limitation the LMR Vendor and all information obtained in connection with the District's right to inspect the LMR Site or any other rights provided by this Permit shall become the exclusive property of the District. 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 District 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.
- b. In the event the District is required to defend an action on a Public Records Act request as requested by Permittee for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," Permittee agrees to refund and indemnify the District 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 Permittee's receipt of District's invoice.
- c. Any documents submitted by District or its agents and all information obtained in connection with Permittee's rights provided by this Permit shall become the exclusive property of Permittee. 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." Permittee 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.
- d. In the event the Permittee is required to defend an action on a Public Records Act request as requested by the District for any of the aforementioned documents, information, books, records, and/or contents District agrees to refund and indemnify the Permittee 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 District's receipt of Permittee's invoice.

30. OTHER TERMS AND CONDITIONS:

- a. Advertising Materials and Signs: Except for warning signs required by law, Permittee 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 District at the sole discretion of the District.

- b. Habitation: The LMR Site shall not be used for human habitation.
 - c. Illegal Activities: Permittee shall not knowingly permit any illegal activities to be conducted upon the LMR Site.
 - d. Safety: Permittee 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 Permittee's use of the LMR Site. Permittee shall cooperate fully with District in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the District. Permittee shall cooperate and comply fully with District, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Permittee's structures and enclosures.
 - e. 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.
 - f. Security Devices: Permittee, 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 District. District shall be responsible for securing the Real Property to the extent deemed necessary by District in its sole discretion
31. SEVERABILITY: The invalidity of any provision of this Permit, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
32. INDEPENDENT STATUS: This Permit is by and between District and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.
33. EMPLOYEES: All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.

34. LIMITATIONS: It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the Permitted Activities.
35. ASSIGNMENT: This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
36. AUTHORITY TO STOP: In the event that an authorized representative of the District finds that the activities being held on the Premises unnecessarily or unduly interfere with District business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.
37. ENFORCEMENT: The District's Chief Engineer shall be responsible for the enforcement of this Permit on behalf of District and shall be assisted therein by those officers, employees, or committees of District having duties in connection with the administration thereof.
38. ALTERATIONS AND IMPROVEMENTS: Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the District for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those in accordance with the documentation attached hereto as Exhibits C and/or as permitted elsewhere herein, without prior written approval from the District, provided that such alterations, renovations, and improvements shall be consistent with the authorized use set forth in Section 2 hereof. Any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit.
39. TERMINATION: Either party may terminate this Permit for any reason upon one hundred and eighty (180) days written notice.
40. INTERPRETATION: Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
41. ENTIRE PERMIT: This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Permittee.

42. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
43. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.
44. **SOLICITATION OF CONSIDERATION:**
- a. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a permittee with the implication, suggestion or statement that the permittee's provision of consideration may secure more favorable treatment for the permittee in the award of the permit or that the permittee's failure to provide such consideration may negatively affect the County's consideration of the permittee's submission. A permittee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.
 - b. Permittee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Permit being terminated.
45. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** Permittee acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. Permittee understands that it is the County's policy to encourage Permittee to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Permittee's place of business. Permittee will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply Permittee with the poster to be used. As of the inception of this Permit, information on how to receive the poster can be found on the Internet at www.babysafela.org.
46. **WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM:**
- a. Permittee acknowledges that the County has established a goal of ensuring that all Permittee's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
 - b. As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the Permittee's duty under this Permit to

comply with all applicable provisions of law, the Permittee warrants that it is now in compliance and shall during the term of this Permit maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. RECYCLED BOND PAPER: Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Permittee agrees to use recycled-content paper to the maximum extent possible on this Permit and all documents related thereto.

48. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Permittee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Permittee or a member of Permittee's staff is convicted of a human trafficking offense, the County shall require that the Permittee or member of Permittee's staff be removed immediately from performing services under the Permit to Enter. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Permittee's staff pursuant to this paragraph shall not relieve Permittee of its obligation to complete all work in accordance with the terms and conditions of this Permit to Enter.

49. The parties acknowledge that this Permit to Enter is mutually drafted. In the event of a dispute, a court shall not construe this Permit to Enter for or against either party based on which party drafted this Permit to Enter.

IN WITNESS WHEREOF, the Permittee has executed this Permit to Enter or caused it to be duly executed and District has caused this Permit to Enter to be executed as indicated below:

WATERWORKS DISTRICT NO. 40:

MARK PESTRELLA

BY: _____
DISTRICT ENGINEER
DISTRICT NO. 40

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  _____
Senior Associate

PERMITTEE:

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

SCOTT EDSON

BY: _____
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  _____
Senior Associate

EXHIBIT A
SITE DESCRIPTION



**DPW38 Water Tank/Telecommunications Site
(aka Buttes Tank Site)
163rd Street E
Palmdale, CA 93591**

WATERWORKS DISTRICT 40

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
DPW38	DPW38 Water Tank	LA County DPW Waterworks District 40	39750 163 rd Street E (end of cul-de-sac)	Lake Los Angeles	CA	93591	5

EXHIBIT B

EQUIPMENT LIST

DPW38 Water Tank/Telecommunications Site (aka Buttes Tank Site)

New 180' Self Supporting **Tower** (1),

New Pre-Fabricated **Shelter (24' x 24')** (1),

New LMR Indoor **RF Rack** (10),

New LMR Indoor **DC Rack** (1),

New LMR Indoor **Battery Rack** (2),

New LMR Indoor **Future Rack** (5),

New LMR **Antenna** (22),

New LMR Microwave **Dish** (4),

New LMR GPS **Antenna** (6),

New 100 Kw **Generator** (1),

New 1700 Gallon Fuel **Tank** (1)

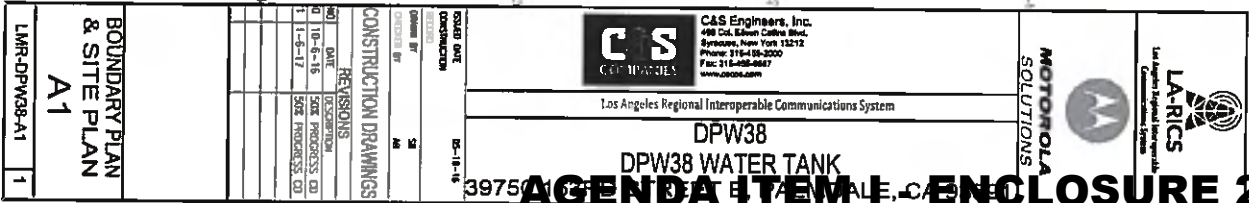
EXHIBIT C

SITE PLAN

**DPW38 Water Tank/Telecommunications (DPW38) Site
(aka Buttes Tank Site)**

See next page for Preliminary Site Drawings dated November 16, 2016.

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement



PERMIT TO ENTER

Permittee:

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Scott Edson
Telephone: 323-881-8281

Waterworks District No. 29:

Mark Pestrella, District Engineer
900 South Fremont Avenue
Alhambra, CA 910803
ATTN: David Rydman
Telephone: (310) 456-5341

-
1. PREMISES: Permittee, after execution by the District Engineer, is hereby granted permission to enter the following Waterworks District No. 29 (the "District") properties (the "Premises") identified as:

- Saddle Peak (aka Topanga) Tank Site, Malibu
- Winding Way Tank Site, Malibu

Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

2. PURPOSE: The sole purpose of this Permit is to allow LA-RICS Authority and its employees, agents and contractors (collectively "Permittee") to enter the Premises and to install, locate, construct, operate, maintain and repair an unmanned Land Mobile Radio (LMR) communications facility and the LMR System on land space shown on Exhibit A ("Real Property") attached hereto and incorporated herein by this reference (the "LMR Site") together with necessary permits for access and utilities owned by the District. The LMR Site typically consists of the infrastructure, shelter, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR System, and associated infrastructure, shelter, equipment and related improvements, collectively, the "LA-RICS Facility"). Site drawings for the LMR Site are included as Exhibit C. The 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"). Permittee's use of the Premises shall be subordinate to the primary uses and purposes of the Premises by District and others (pursuant to District's permission), and Permittee shall at no time interfere with the use of the Premises by District. District acknowledges that the Permittee has retained Motorola

Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to the LMR System as a part of the LA-RICS, and that any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Permit to Enter and/or may perform services with respect to LA-RICS with written notification provided 60-day in advance of work being performed, subject to prior approval by the District which will not be unreasonably withheld.

3. APPROVALS/DESIGN REVIEW: The Permittee shall furnish and submit to District copies of project plans (along with any other information reasonably requested by District) for the LMR Site at the 50%, 75%, and 100% stages of design development, for District's review and approval. Permittee agrees to discuss with District the District's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain District approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the Permittee's and District's (or District'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. District agrees that it will approve or deny approval of all plans and specifications within 20 business days of receipt of said plans. If District fails to provide approval within 20 days, Permittee shall notify District of such failure and District shall have 5 days from receipt of such notification to approve or deny such plans. Permittee shall provide District with a notice of work commencement and an estimated time of completion for each LMR Site.

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

Should ministerial permits be required, District shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with District's review, such costs will be mutually agreed to by District and Permittee prior to work commencing. The Permittee may perform and obtain, at the

Permittee's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the Premises 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 Permittee's use of the LMR Site will be compatible with the Permittee's engineering specifications and design and operational requirements. District shall work cooperatively and expeditiously with the Permittee 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: This Permit shall commence upon execution by the District Engineer and terminate fifteen (15) years thereafter, unless terminated earlier by the parties by providing prior written notice as required herein.
5. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT: District shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the Permittee's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after Permittee's initial installation of the LA-RICS Facility on the LMR Site. In addition, District 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 Permittee (except in cases of emergency pursuant to Section 12 hereof (Emergency Access)) and, at Permittee's option, Permittee may choose to have a representative to accompany District during any such inspection of or access to a LMR Site. The Permittee shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the District has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Permit, including without limitation Sections 3 hereof. District's review and approval of the plans shall not release the Permittee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The Permittee shall be responsible for notifying District and all other relevant parties immediately upon discovery of such omissions and/or errors. The Permittee shall not cause or permit any change of any equipment installed by the Permittee on the LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after District has been provided an opportunity to review and approve, such plans and specifications.
7. INSTALLATION:
 - a. Permittee shall install the LA-RICS Facility at its own expense and risk as approved by District in accordance with the terms hereof, and such

installation shall not cause radio frequency interference with equipment, transmission or reception by the District. Permittee 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 Permittee's name, 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.

- b. Permittee accepts the LMR Site in an "as is" condition as of the date of full execution of this Permit. Permittee shall have the right to finance and construct approved equipment and related improvements on the LMR Site at Permittee's sole cost and expense, except as may be provided otherwise by other Permits. Following the construction and installation of the LA-RICS Facility, Permittee 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 Permittee's infrastructure, shelter, equipment, and related improvements and as required for Permittee's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate Permittee's infrastructure, shelter, equipment, and related improvements on the LMR Site.
- c. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, Permittee shall provide District 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 Permittee shelters, cabinets, grounding rings, cables, and utility lines associated with Permittee's use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by District, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C. District shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by District.

8. RELOCATION:

- a. District 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 Premises ("Alternate Site"), provided:
 - 1. The Alternate Site: (i) is substantially similar to Permittee's current LMR Site in size, (ii) is compatible with Permittee's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the Permittee's or the LMR System or equipment;
 - 2. District shall pay all costs incurred by Permittee for relocation of Permittee'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 the California Environmental Quality Act (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 enable Permittee's use of the Alternate Site.

3. District shall give Permittee at least six (6) months written notice before requiring relocation; and
 4. District shall use its best efforts to assist Permittee's in its relocation efforts of Permittee's facilities so as to not materially interrupted Permittee, including, if necessary, to place temporary equipment on the Premises during the relocation.
9. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required by or for the conduct of the Permitted Activities and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
10. **MAINTENANCE:** District shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities, but does not include the LA-RICS Facility. The LMR Site shall be kept neat and clean by Permittee and ready for normal use by District and other users. Should Permittee fail to accomplish this, following 30 days written notice from District, District may perform the work and Permittee shall pay the cost thereof upon written demand by District. However, graffiti removal from the LMR site by the Permittee shall be required within 72 hours of notification by District.

Permittee 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 Permittee, its employees, agents or business vendors, including without limitation the LMR Vendor. Should Permittee fail to promptly make such repairs after thirty (30) days written notice from District, District may have repairs made and Permittee shall pay the cost thereof upon written demand by District.

11. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may 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 Permittee as follows:

2525 CORPORATE PLACE, SUITE 100
MONTEREY PARK, CA 91754
Attention: Scott Edson

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to District shall be addressed to:

PO BOX 1460
ALHAMBRA, CA 910802-1460
Attention: Assistant Deputy Director, Waterworks Division

12. **EMERGENCY ACCESS BY DISTRICT:** The District 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 Permittee's transmission(s) from the LMR Site should Permittee be unable or unwilling to respond to District's request to take immediate action to correct any deficiency which threatens District's operation on the LMR Site, provided that District shall endeavor to provide a 24-hour prior notice to Permittee and shall access the LMR Site in the presence, if possible, of an Permittee representative, if provided by Permittee. Notwithstanding the foregoing, District shall not be required to provide notice to Permittee prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the District access Permittee's equipment shelter. District shall use its best efforts to minimize any inconvenience or disturbance to Permittee when entering the LMR Site. Permittee shall reimburse District within thirty (30) days of receipt of District's written request for District's actual costs to correct any deficiency that is corrected by District pursuant to this Section.
13. **RADIO FREQUENCY EMISSIONS/INTERFERENCE:**
 - a. **No Interference:** Permittee 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 District or District's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Permit is entered into.
 - b. **Interference With Public Safety Systems:** In the event of any interference with District's, County Sheriff or Fire Department, Public Works, County-wide Integrated Radio System (CWIRS), Paramedics or other County mission critical communications systems, or any future public safety-related systems, which is caused by Permittee's equipment or operations, Permittee shall be immediately notified by District of such interference. Following such

notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

- c. **Interference With Non-Public Safety Systems:** In the event Permittee's operations or equipment cause interference with non-public safety-related systems of District or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to Permittee and Permittee promptly meet with District to cooperatively discuss and reach agreement on how such interference will be resolved. District agrees that District 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 Permittee.
- d. **Interference During Emergency:** If any measurable interference caused by Permittee's equipment with District's electronic equipment during an emergency incident occurs, the Permittee will immediately cease operation, transmission or further use of Permittee's equipment until such time as the emergency incident or interference has ended but Permittee shall be permitted to power up its equipment for intermittent testing with notice.
- e. **Compliance With Law:** Permittee 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. Permittee 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. Permittee 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 Permittee's equipment alone and not in combination with others. Where Permittee's equipment, in combination with other, exceed or violates such standards, Permittee shall reasonably cooperate with District and with other relevant parties to mitigate such violations in a timely manner.

14. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of District.

- b. 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 permits and licenses required to conduct the Permitted Activities on the Premises.
- c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of District.
- d. Conduct the Permitted Activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by District. District has the right to immediately eject or remove any agent, servant or employee of the Permittee who fails to conduct the Permitted Activities in the manner heretofore described.
- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all District or County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to make repairs or replacement within 30 days unless otherwise mutually agreed by the parties, District may have repairs or replacement made and Permittee shall pay costs.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the Permitted Activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of District, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by District on the day following the termination of this Permit. Should Permittee fail to accomplish this, District may perform the work and Permittee shall pay the cost. The Permittee and District may agree that Permittee may abandon some of the facilities in place upon the written consent of District.
- i. Subject to the terms of Section 6 and Section 12 herein, allow District to enter the Premises to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the District Engineer.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the Permitted Activities from

theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the District.

k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.

l. Prohibit the sale of food.

15. INDEMNIFICATION: Permittee agrees to indemnify, defend, save and hold harmless the District, County of Los Angeles, its agents, 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 Permittee's use of the Premises, including, but not limited to, fires and other damages resulting from Section 12, except for such loss or damage arising from the negligence or willful misconduct of the District.

District agrees to indemnify, defend, save and hold harmless Permittee 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 performance of District's obligations hereunder, except for such loss or damage arising from the negligence or willful misconduct of the Permittee.

16. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of District, Permittee shall provide and maintain, and shall cause its contractors to provide and maintain, the following types and limits of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's or its contractors' own expense.

a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to the District prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and permittee shall provide District with, or permittee's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance

may constitute a material breach of the Permit, in the sole discretion of the District, upon which the District may suspend or terminate this Permit.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII, unless otherwise approved by District.
- c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which District immediately may suspend or terminate this Permit. District, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.
- d. Notification of Incidents, Claims or Suits: Permittee shall report to District any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or District in writing within 24 hours of occurrence.

17. **INSURANCE COVERAGE REQUIREMENTS:** Permittee shall require its contractors to have the following:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming District as an additional insured, with limits of not less than the following:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

- b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$22 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.
- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$2 million
Disease - policy limit:	\$2 million
Disease - each employee:	\$2 million

18. LA-RICS FACILITY REMOVAL: Subject to Section 14, Permittee 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 Permittee excepted, on or before the expiration of this Permit, unless this Permit is otherwise terminated or cancelled prior to the expiration date provided herein, in which case Permittee 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 Permittee excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of Permittee's property impossible, then Permittee shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

If Permittee 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, District may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at Permittee's expense. Permittee shall reimburse District within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. District shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

20. DEFAULT: Except as otherwise provided in this Permit, in the event of a default hereunder by Permittee, District shall provide written notice thereof to Permittee. Permittee shall have sixty (60) days from the date of said notice in which to cure the default, provided that Permittee 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 Permittee 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. District may not maintain any action or effect any remedies for default against Permittee unless and until Permittee has failed to cure a default within the time periods set forth in this section. In the event that Permittee fails to cure a default within sixty (60) days or as otherwise provided in this section, District may: (a) cure the default and invoice Permittee for all costs reasonably incurred in effecting such cure, or (b) terminate this Permit upon written notice to Permittee, take possession of the LMR Site and remove all Permittee's improvements located thereon. In the event of a default hereunder by District, Permittee shall provide written notice thereof to

District. District shall have sixty (60) days from the date of said notice in which to cure the default, provided that District 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 District 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. Permittee may not maintain any action or effect any remedies for default against District unless and until District has failed to cure a default within the time periods set forth in this section. In the event that District fails to cure a default within sixty (60) days or as otherwise provided in this section, Permittee may: (a) cure the default and invoice District for all costs reasonably incurred by Permittee in effecting such cure, or (b) terminate this Permit upon written notice to District.

21. **DAMAGE OR DESTRUCTION:** Either party shall have the right to terminate this Permit 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 District 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 Permittee'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, Permittee 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 District elect not to undertake such repairs.

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 Permit by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

22. **WAIVER:**

- a. 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 Permit or stopping either party from enforcing the full provisions thereof.

- b. 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 Permit shall be cumulative.

23. HAZARDOUS MATERIALS:

- a. 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 Permit, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.
- b. 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.

24. AUTHORIZATION WARRANTY: The parties hereto represent and warrant that the person executing this Permit 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 Permit and that all requirements of such party have been fulfilled to provide such authority.

25. GOVERNING LAW, JURISDICTION, AND VENUE: This Permit shall be governed by, and construed in accordance with the internal laws of the State of California. Permittee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Permit and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

26. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Permit, each party and anyone acting on such party's behalf pursuant to this Permit shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, including but not limited to Multi-Employer Worksite regulations, and implementation of an Injury & Illness Prevention

Program pursuant to Title 8, California Code of Regulations if applicable and all provisions required thereby to be included in this Permit are hereby incorporated herein by reference.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- a. Permittee 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 Permit or under any project, program or activity supported by this Permit.
- b. Permittee 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.
- c. Permittee 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 Permit or under any project, program, or activity supported by this Permit.
- d. If the District finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Permit upon which the District may terminate, or suspend this Permit.
- e. While the District reserves the right to determine independently that the anti-discrimination provisions of this Permit have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Permittee has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Permittee has violated the anti-discrimination provisions of this Permit.
- f. In the event Permittee violates the antidiscrimination provisions of the Permit, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the District 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 Permit.

28. NON EXCLUSIVITY: Nothing herein is intended or shall be construed as

creating any exclusive arrangement with Permittee.

29. PUBLIC RECORDS ACT:

- a. Any documents submitted by Permittee or its agents including without limitation the LMR Vendor and all information obtained in connection with the District's right to inspect the LMR Site or any other rights provided by this Permit shall become the exclusive property of the District. 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 District 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.
- b. In the event the District is required to defend an action on a Public Records Act request as requested by Permittee for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," Permittee agrees to refund and indemnify the District 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 Permittee's receipt of District's invoice.
- c. Any documents submitted by District or its agents and all information obtained in connection with Permittee's rights provided by this Permit shall become the exclusive property of Permittee. 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." Permittee 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.
- d. In the event the Permittee is required to defend an action on a Public Records Act request as requested by the District for any of the aforementioned documents, information, books, records, and/or contents District agrees to refund and indemnify the Permittee 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 District's receipt of Permittee's invoice.

30. OTHER TERMS AND CONDITIONS:

- a. Advertising Materials and Signs: Except for warning signs required by law, Permittee 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 District at the sole discretion of the District.
- b. Habitation: The LMR Site shall not be used for human habitation.
- c. Illegal Activities: Permittee shall not knowingly permit any illegal activities to be conducted upon the LMR Site.
- d. Safety: Permittee 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 Permittee's use of the LMR Site. Permittee shall cooperate fully with District in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the District. Permittee shall cooperate and comply fully with District, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Permittee's structures and enclosures.
- e. 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.
- f. Security Devices: Permittee, 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 District. District shall be responsible for securing the Real Property to the extent deemed necessary by District in its sole discretion

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

32. INDEPENDENT STATUS: This Permit is by and between District and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

33. EMPLOYEES: All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
34. LIMITATIONS: It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the Permitted Activities.
35. ASSIGNMENT: This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
36. AUTHORITY TO STOP: In the event that an authorized representative of the District finds that the activities being held on the Premises unnecessarily or unduly interfere with District business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.
37. ENFORCEMENT: The District's Chief Engineer shall be responsible for the enforcement of this Permit on behalf of District and shall be assisted therein by those officers, employees, or committees of District having duties in connection with the administration thereof.
38. ALTERATIONS AND IMPROVEMENTS: Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the District for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those in accordance with the documentation attached hereto as Exhibits C and/or as permitted elsewhere herein, without prior written approval from the District, provided that such alterations, renovations, and improvements shall be consistent with the authorized use set forth in Section 2 hereof. Any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit.
39. TERMINATION: Either party may terminate this Permit for any reason upon one hundred and eighty (180) days written notice.
40. INTERPRETATION: Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

41. ENTIRE PERMIT: This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Permittee.
42. TIME IS OF THE ESSENCE: Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
43. SURVIVAL OF COVENANTS: The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.
44. SOLICITATION OF CONSIDERATION:
- a. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a permittee with the implication, suggestion or statement that the permittee's provision of consideration may secure more favorable treatment for the permittee in the award of the permit or that the permittee's failure to provide such consideration may negatively affect the County's consideration of the permittee's submission. A permittee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.
 - b. Permittee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Permit being terminated.
45. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Permittee acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. Permittee understands that it is the County's policy to encourage Permittee to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Permittee's place of business. Permittee will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply Permittee with the poster to be used. As of the inception of this Permit, information on how to receive the poster can be found on the Internet at www.babysafela.org.
46. WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM:
- a. Permittee acknowledges that the County has established a goal of ensuring that all Permittee's employees are in compliance with their court-ordered

child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

- 47. RECYCLED BOND PAPER: Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Permittee agrees to use recycled-content paper to the maximum extent possible on this Permit and all documents related thereto.

- 48. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Permittee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Permittee or a member of Permittee's staff is convicted of a human trafficking offense, the County shall require that the Permittee or member of Permittee's staff be removed immediately from performing services under the Permit to Enter. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Permittee's staff pursuant to this paragraph shall not relieve Permittee of its obligation to complete all work in accordance with the terms and conditions of this Permit to Enter.

- 49. The parties acknowledge that this Permit to Enter is mutually drafted. In the event of a dispute, a court shall not construe this Permit to Enter for or against either party based on which party drafted this Permit to Enter.

IN WITNESS WHEREOF, the Permittee has executed this Permit to Enter or caused it to be duly executed and District has caused this Permit to Enter to be executed as indicated below:

WATERWORKS DISTRICT NO. 29:

MARK PESTRELLA

BY: _____
DISTRICT ENGINEER
DISTRICT NO. 29

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  _____
Senior Associate

PERMITTEE:

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

SCOTT EDSON

BY: _____
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

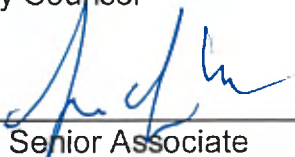
By  _____
Senior Associate

EXHIBIT A SITE DESCRIPTION



TOP Topanga Peak Telecommunications Site
(Also known as SADDLE PEAK TANK WATERWORKS SITE)
Topanga Tower Mountainway
Topanga, CA 90290

WATERWORKS DISTRICT 29

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
TOP	Topanga Peak	LA County DPW Waterworks District 29	Topanga Tower Mountainway	Topanga	CA	90290	3

EXHIBIT A SITE DESCRIPTION



**WWY Winding Way Telecommunications Site
28001 Overview Road
Malibu, CA 90290**

WATERWORKS DISTRICT 29

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
WWY	Winding Way	LA County DPW Waterworks District 29	28001 Overview Rd.	Malibu	CA	90265	3

EXHIBIT B

EQUIPMENT LIST

Topanga Peak (TOP) Telecommunications Site
(Also known as SADDLE PEAK TANK WATERWORKS SITE)

New 90' Monopole (1),

New CMU Equipment Shelter (14' x 30') (1),

New LMR Indoor RF Rack (11),

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (2),

New LMR Indoor Future Rack (7),

New LMR Antenna (19),

New LMR Microwave Dish (2),

New LMR GPS Antenna (6),

New 100 Kw Generator (1),

New 1645 Gallon Fuel Tank (1)

EXHIBIT B

EQUIPMENT LIST

Winding Way (WWY) Telecommunications Site

New Horizontal Lattice Structure supported by 18' **Monopoles** (1),

New CMU **Equipment Shelter (13' x 23')** (1),

New LMR Indoor **RF Rack** (5),

New LMR Indoor **DC Rack** (1),

New LMR Indoor **Battery Rack** (1),

New LMR Indoor **Future Rack** (3),

New LMR **Antenna** (7),

New LMR Microwave **Dish** (1),

New LMR GPS **Antenna** (4),

New 100 Kw **Generator** (1),

New 800 Gallon Fuel **Tank** (1)

EXHIBIT C

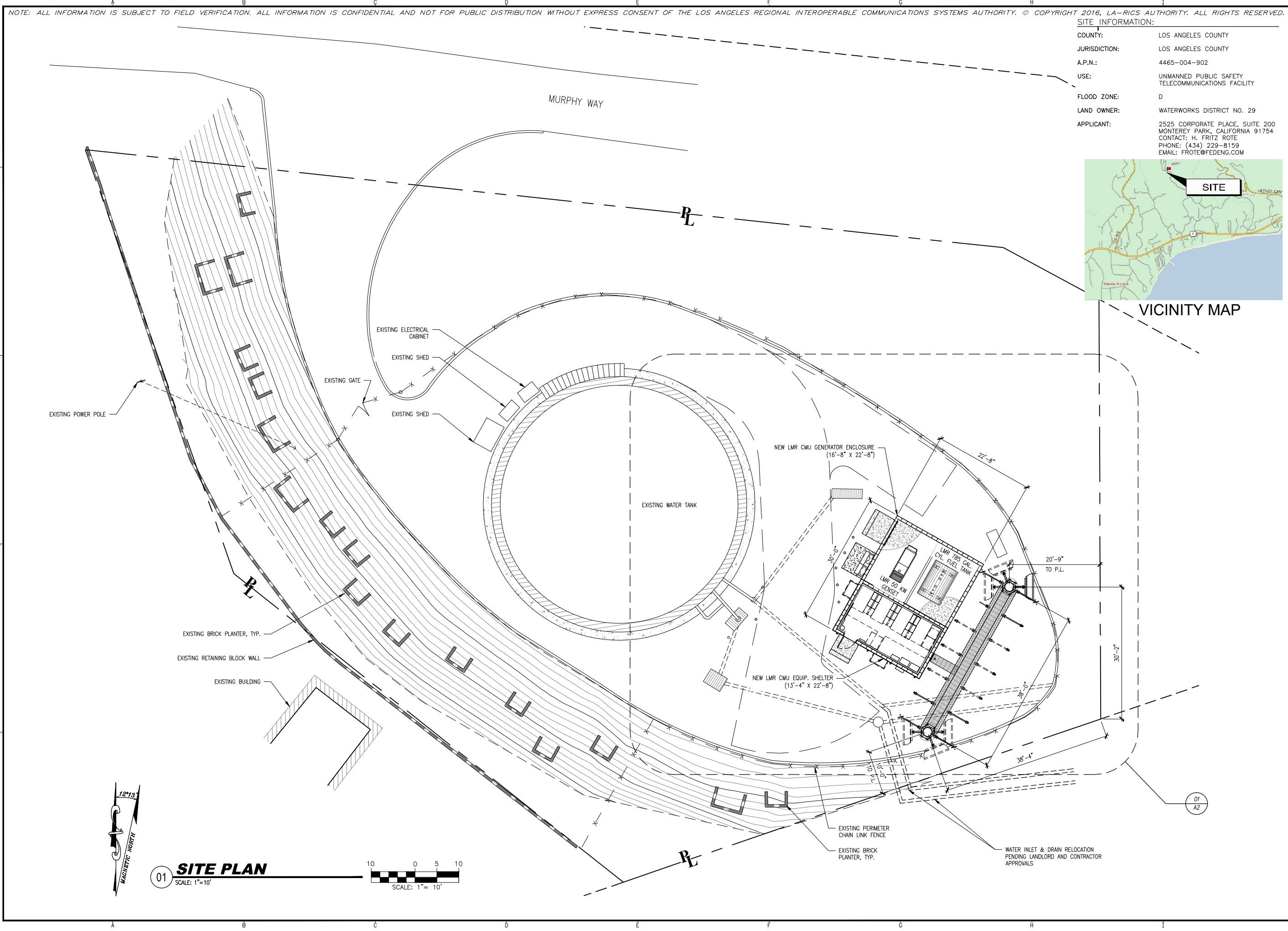
SITE PLAN


Winding Way (WWY) Telecommunications Site

See next page for Preliminary Site Drawings


The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

DRAFT / CONFIDENTIAL





Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS


MITCHELL J ARCHITECTURE, INC.
4883 Rensson Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)

Mitchell J
Los Angeles Regional Interoperable Communications System

WWY
WINDING WAY
28001 OVERVIEW RD, MALIBU, CA 90265

ISSUED DATE	07-07-17
CONSTRUCTION RECORD	
DRAWN BY	WB
CHECKED BY	AB

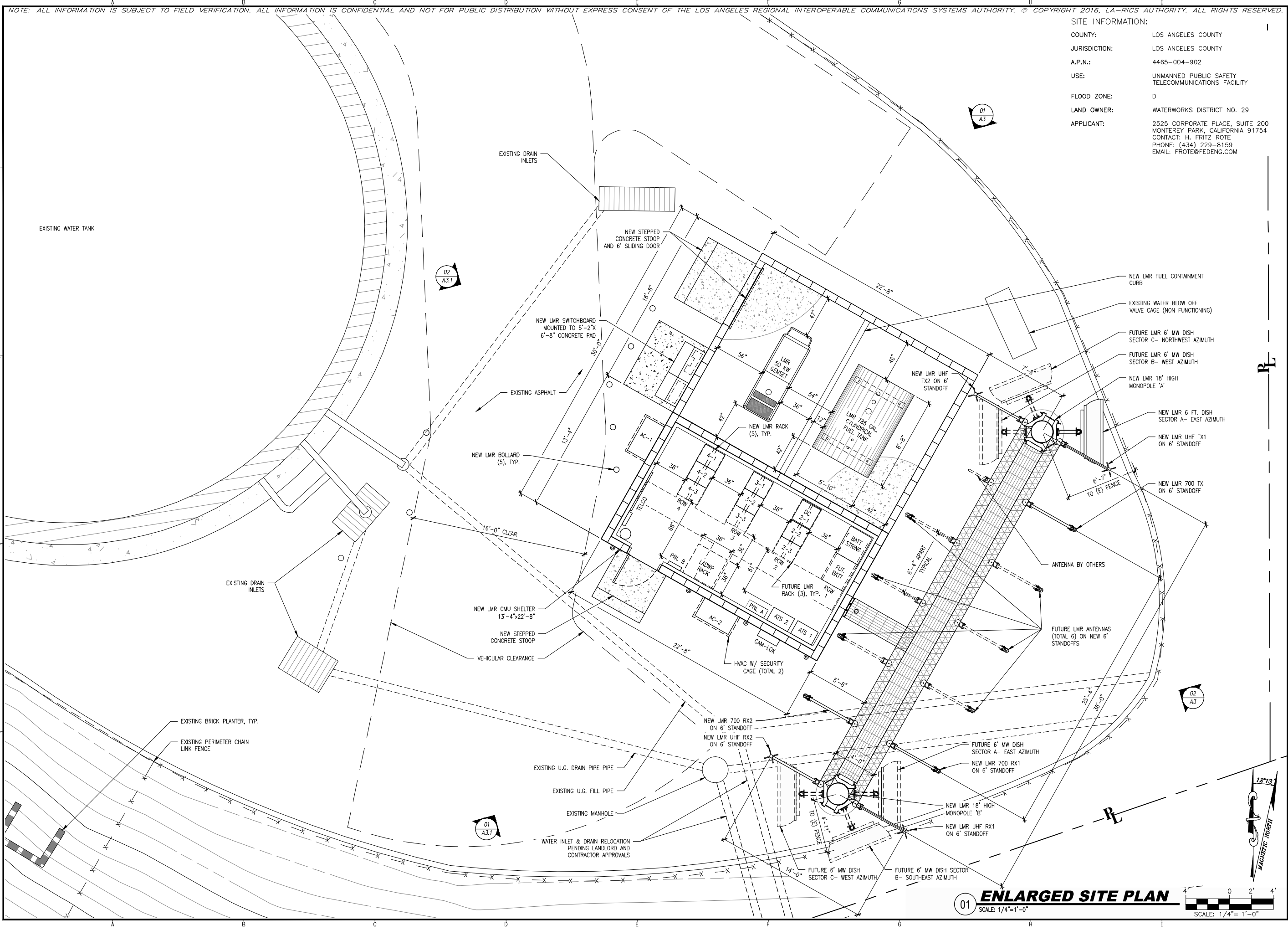
ZONING DRAWINGS		
REVISIONS		
NO.	DATE	DESCRIPTION
0	06-20-17	ZD'S
1	07-07-17	REVISED ZD'S
2	09-08-17	REVISED ZD'S
4	02-02-18	REVISED ZD'S



01
A2

SITE PLAN
A1

LMR-WWY-A1	4
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SITE INFORMATION:

COUNTY: LOS ANGELES COUNTY

JURISDICTION: LOS ANGELES COUNTY

A.P.N.: 4465-004-902

USE: UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY

FLOOD ZONE: D

LAND OWNER: WATERWORKS DISTRICT NO. 29

APPLICANT: 2525 CORPORATE PLACE, SUITE 200
MONTEREY PARK, CALIFORNIA 91754
CONTACT: H. FRITZ ROTE
PHONE: (434) 229-8159
EMAIL: FROTE@FEDENG.COM



MOTOROLA
SOLUTIONS

MITCHELL J ARCHITECTURE, INC.
4883 Rensson Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

WWY

WINDING WAY
28001 OVERVIEW RD, MALIBU, CA 90265

ISSUED DATE	07-07-17
CONSTRUCTION RECORD	
DRAWN BY	WB
CHECKED BY	AB

ZONING DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION
0	06-20-17	ZD'S
1	07-07-17	REVISED ZD'S
2	09-08-17	REVISED ZD'S
3	09-13-17	REVISED ZD'S
4	02-02-18	REVISED ZD'S



EQUIPMENT
PLAN
A2

LMR-WWY-A2

4

EXHIBIT C

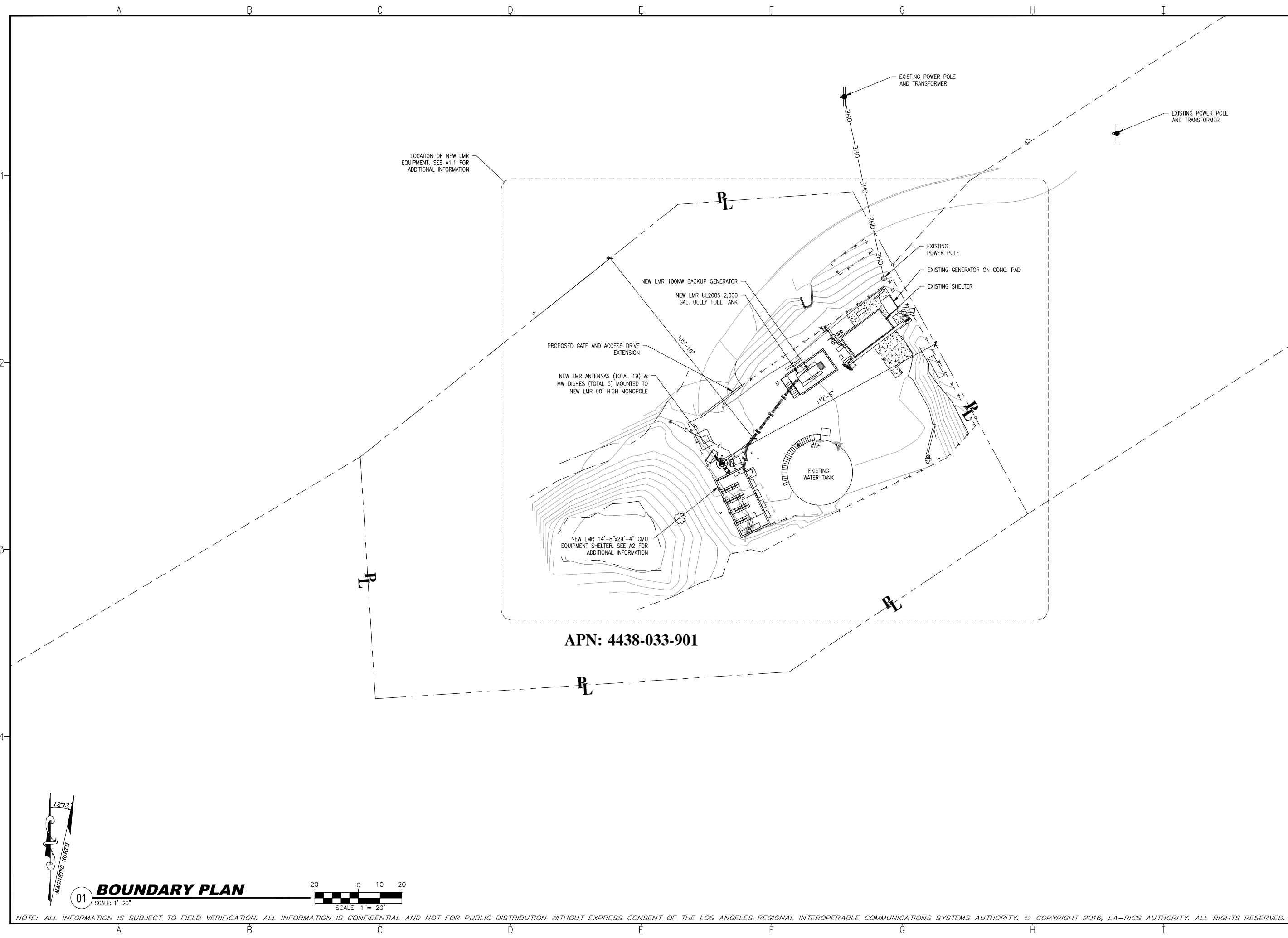
SITE PLAN

Topanga Peak (TOP) Telecommunications Site

See next page for Preliminary Site Drawings

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

DRAFT / CONFIDENTIAL



C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

Los Angeles Regional Interoperable Communications System

TOP
TOPANGA PEAK
TOPANGA TOWER MOUNTAIN WAY, TOPANGA, CA 90290

ISSUED DATE	10-04-16	
CONSTRUCTION RECORD		
DRAWN BY	SB, TA, WB	
CHECKED BY	AB	
SITE SKETCH		
REVISIONS		
NO.	DATE	DESCRIPTION
0	2-3-17	SITE SKETCH
1	5-25-17	SITE SKETCH

BOUNDARY PLAN

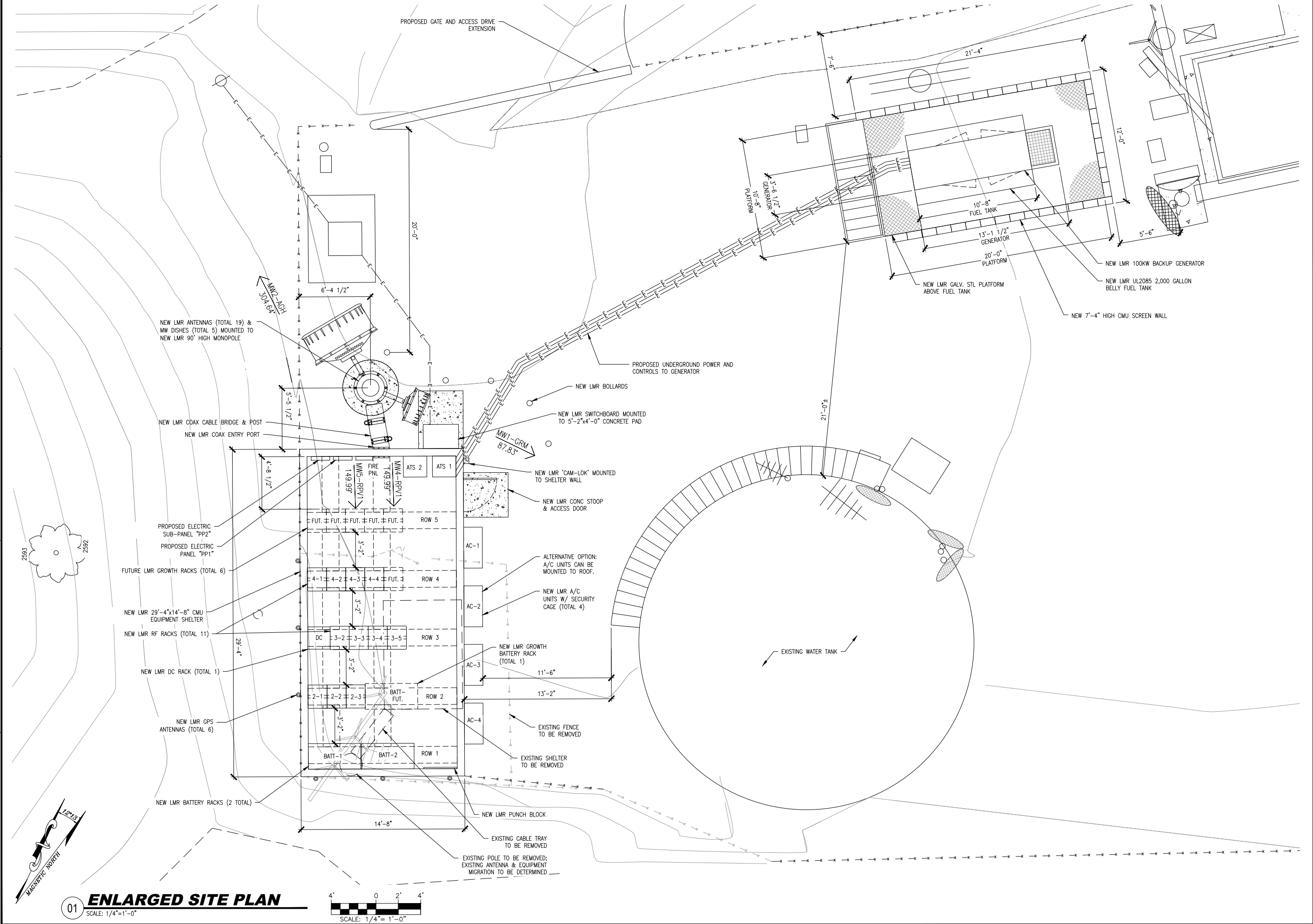
A1

LMR-TOP-A1

0

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LA-RICS
Los Angeles Regional Interoperable
Communications System



MOTOROLA
SOLUTIONS

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com



Los Angeles Regional Interoperable Communications System

TOP
TOPANGA PEAK
TOPANGA TOWER MOUNTAIN WAY.

ISSUED DATE 10-04-16

CONSTRUCTION
RECORD

DRAWN BY	SB	TA	WF
----------	----	----	----

CHECKED BY AB

SITE SKETCH

REVISIONS

NO.	DATE	DESCRIPTION
0	2-3-17	SITE SKETCH
1	5-25-17	SITE SKETCH

ENLARGED
SITE PLAN
A2

LMR-TOP-A2

0

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

This Amendment No. 1 to Site Access Agreement ("Amendment" or "Amendment No. 1") is made and entered into this _____ day of _____, 2018,

BY AND BETWEEN

CITY OF PASADENA, a California municipal corporation, , hereinafter referred to as "Owner;"

AND

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

RECITALS

WHEREAS, on July 14, 2015, OWNER and the LA-RICS Authority entered into an LTE Site Access Agreement ("Agreement"), incorporated herein by reference, whereby the OWNER gave permission to the LA-RICS Authority to use certain portions of the Real Property, as shown on Exhibit A to the Agreement, for the purpose of construction, maintenance, operation and repair of a Long Term Evolution broadband ("Broadband" or "LTE") communication site;

WHEREAS, LA-RICS AUTHORITY desires to construct and operate a new communication tower ("Tower") located on the Real Property, decommission the existing 82 feet communications tower located on the Real Property, and perform such other work and related improvements as described in the Scope of Work attached hereto as Exhibit F;

WHEREAS, OWNER desires to add the Mirador Radio Site to the LA-RICS Site shown in Exhibit B of the Agreement for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, the parties hereto desire to amend the Agreement to add the Mirador Radio Site to the Real Property covered by the Agreement.

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

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

otherwise noted, section references in this Amendment No. 1 refer to sections in the Agreement, as amended by this Amendment No. 1.

2. General.

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

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

3. Exhibits. The following exhibits to the Agreement are revised as follows:

3.01 Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto (SITE DESCRIPTION).

3.02 Exhibit B to the Agreement is deleted in its entirety and replaced with Exhibit B attached hereto (SITE LIST).

3.03 Exhibit C to the Agreement is deleted in its entirety and replaced with Exhibit C attached hereto (LA RICS FACILITY EQUIPMENT LIST).

3.04 Exhibit D to the Agreement is deleted in its entirety and replaced with Exhibit D attached hereto (SITE PLAN).

3.04 Exhibit F attached hereto is added to the Agreement (SCOPE OF WORK).

4. Section 1.01 of the Agreement is hereby deleted in its entirety and is replaced with the following:

"Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE and/or LMR communication facility (said portion of the Real Property is referred to herein as the "LA-RICS Site," described in Exhibit B).

5. Section 2.01 of the Agreement is hereby deleted in its entirety and is replaced with the following:

"The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LA-RICS Site for the installation, operation, maintenance, and repair of an LTE and/or LMR communication facility (as designated in Exhibit B hereto) including the construction and installation of the Tower and equipment for the purpose of transmitting wireless data and voice communications, and broadband communications, exclusively for government use and public-safety purposes. The LA-RICS Authority, (and/or its member agencies, the LTE Vendor and/or LMR

Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE and LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit C (LA-RICS Facility Equipment List) attached hereto and incorporated herein by this reference (such LTE and 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 shall be allowed access through the specified routes depicted in the site plan, Exhibit D (Site Plan) for ingress to and egress from the applicable LA-RICS Site 24 hours per day, 7 days per week and according to the access provisions herein,. Each LA-RICS Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities")." Any non-governmental use, including but not limited to commercial use, of the LA-RICS Site is subject to a separate written agreement with OWNER.

6. Section 4 of the Agreement is hereby amended to add the following:

Upon LA-RICS AUTHORITY's dissolution, Owner acknowledges that the Tower and any other equipment necessary for the operation of the Tower shall automatically become the possession of LA-RICS AUTHORITY's successor-in-interest. If there is no successor-in-interest and the Tower has exceeded its useful life, the Tower shall automatically become the possession of Owner, subject to any applicable federal approvals that may be required, and subject to Owner meeting any applicable federal rules and grant conditions, if any, and LA-RICS AUTHORITY shall promptly execute any requisite documents to evidence Owner's ownership of the Tower and additional equipment.

7. Except as otherwise expressly provided herein, the Agreement remains in full force and effect. In the event of any conflict between the terms of this Amendment No. 1 and the Agreement, this Amendment No. 1 shall control.

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF PASADENA

A California Joint Powers Authority

By: _____

By: _____

Steve Mermell
City Manager

APPROVED AS TO FORM:

ATTEST:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____

Deputy

By: _____

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Javan N. Rad
Chief Assistant City Attorney

Exhibit F: Scope of Work

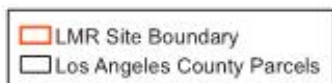
1. LA-RICS to build a new 82' 4-legged lattice tower and decommission existing tower.
2. LA-RICS to place extra conduit for Owner's use in the areas where LA-RICS will be trenching as depicted in the 100% CDs forthcoming which will be incorporated as Appendix 3.
3. LA-RICS to replace existing fence provided the fence is located within the LA RICS polygon. Polygon boundaries depicted as Appendix 2.
4. LA-RICS to notify Owner in the event LA-RICS alarms at the site are triggered.
5. LA RICS to install waterproofing enhancements to the equipment shelter, location of enhancements to be mutually agreed upon by Owner and LA-RICS.
6. LA RICS to design the 4-legged lattice tower with reserve space for Owner's Site Equipment listed on Appendix 1 attached hereto. Owner will procure and install all antennas, microwaves and associated lines for all items listed on Appendix 1.
7. LA RICS will configure the tower design of all attachments such that Owner's and LA-RICS's Rx and Tx antennas are optimized.
 - Antennas: Owner's existing RAD centers may change as a result of optimization
 - MWs: Owner's existing RAD centers will remain at the current RAD
8. LA RICS will procure and install mounts for Owner's antennas listed on Appendix 1.

Appendix 1: Owner's Antenna Inventory

Band	Purpose	Brand	Model Number
UHF Receive Antenna	Trunk System Receive	Bird/TXRX	TXRX 101-68-10-03-500
UHF Transmit Antenna	Trunk System Transmit	RFI	RFI CC450-06
UHF Transmit Antenna	Trunk System Transmit	RFI	RFI CC450-06
UHF Transmit Antenna	Trunk System Transmit	RFI	RFI CC450-06
UHF Transmit Antenna	Trunk System Transmit	RFI	RFI CC450-06
UHF Rx/Tx Antenna	UHF-453 Interop Radio	Comtelco	BS450U-WB
UHF Rx/Tx Antenna	UHF-506 Interop Radio	Comtelco	BS450U-WB
VHF Rx/Tx Antenna	VHF Interop Radio	dB Spectra	BS1F03D36D-D
Low Band Rx/Tx Antenna	VHF Low Interop Radio	Laird	BR4
800 Rx/Tx Antenna	800 Interop Radio	Comtelco	BS800U-WB
VHF Rx/Tx Antenna	XLC A/G Radio	dB Spectra	BS1F03D36D-D
VHF Rx/Tx Antenna	VFIRE21 Radio	dB Spectra	BS1F03D36D-D
Low Band Rx/Tx Antenna	CHP Interop Radio	Laird	BR4
Low Band Rx/Tx Antenna	Radio Shop Backup Radio	Laird	BR4
Microwave	To Glendale Civic Center	Cambium	85010092052*
Microwave	To Goodrich	Cambium	85010092052*
Microwave	To Police Department	Cambium	4.9 HGz Panel*
Microwave	To Radio Shop	Harris	2' 11 GHz Dish*
Microwave	To San Augustine	Cambium	85010092052*
Microwave	Radwin Point to Point	Radwin	2000D
Microwave	Radwin Point to Multipoint	Radwin	5000
UHF Rx/Tx Antenna	Ham Radio Antenna	dB Spectra	DS4B03F36D-D
Low Band Rx/Tx Antenna	VHF Low Interop Radio	Laird	BR4
VHF Rx/Tx Antenna	VHF Interop Radio	dB Spectra	BS1F03D36D-D
UHF Rx/Tx Antenna	UHF-453 Interop Radio	Comtelco	BS450U-WB
UHF Rx/Tx Antenna	UHF-453 Interop Radio	Comtelco	BS450U-WB
800 Rx/Tx Antenna	RD-LAP Data System	Comtelco	BS800U-WB

*Antenna item numbers are for loading analysis only. Exact frequency specifications will need to be provided for procurement.

Appendix 2: Polygon (orange line)



MIR

Mirador
Glen Oaks Blvd.
Glendale/Pasadena, CA 91206

Site Coordinates:

Latitude: 34.159824

Longitude: -118.184499

AGENDA ITEM I - ENCLOSURE 2

LTE SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this 14 day of July, 2015,

BY AND BETWEEN

CITY OF PASADENA, a California municipal corporation, hereinafter referred to as "OWNER"

AND

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

RECITALS:

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

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

WHEREAS, OWNER desires to permit use of a portion of the Real Property shown in Exhibit B attached hereto and made a part hereof ("LTE Site") by the LA-RICS AUTHORITY for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the parties hereto acknowledge that: LA-RICS AUTHORITY (a) the LA-RICS AUTHORITY has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (b) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (c) any of the LA-RICS AUTHORITY member agencies may assume the LA-RICS AUTHORITY's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LTE 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. **LTE SITE; LICENSE**

1.01 OWNER hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from OWNER on the terms and conditions set forth herein, the use of land within the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility located at 3005 E. Foothill Blvd in Pasadena, also known as APN 5752-015-900, and access to an existing communications tower on the same site to install telecommunications and/or microwave equipment (said portion of the Real Property is referred to herein as the "LTE Site," described in Exhibit B).

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

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

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

1.05 OWNERSHIP of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE 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 the Agreement, and OWNER hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility, including the installation of communications equipment on an existing wireless facility tower constructed by the OWNER for the purpose of transmitting wireless broadband communications. The LA-RICS

AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit C (LA-RICS Facility Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access through the specified routes depicted in the site plan, Exhibit D (Site Plan) for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week and according to the access provisions herein. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the OWNER's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that such 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 LTE Site at the 50%, 75%, and 100% stages of design development, for OWNER's review and input. OWNER shall have the right to approve such plans and specifications and any modifications thereof, replacements thereof or additions thereto, and LA-RICS AUTHORITY shall revise and resubmit with plans and specifications until OWNER's written approval under this Agreement is obtained, provided that OWNER shall use its best efforts to process all such plans and specifications within a reasonable time after receipt of complete plans and specifications, and the related fee(s). Modification to an existing Conditional Use Permit is required. OWNER will use its best efforts to process such plans and specifications within a reasonable time after receipt of a complete application for the Conditional Use Permit and related fee(s).

Upon approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit D (Site Plan). LA-RICS AUTHORITY 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 the OWNER's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the OWNER is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 7 (Alterations).

The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. OWNER shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

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 or the actual installations/improvements. The LA-RICS AUTHORITY shall be responsible for notifying OWNER in writing immediately upon discovery of such omissions and/or errors.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate 15 years from the Commencement Date, or upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by OWNER pursuant to Section 27 (Default) hereof. Before the 15-year expiration, the parties shall meet and confer to discuss the feasibility of a renewal of this Agreement, the term of renewal, and any other modifications to this Agreement, with any such renewal requiring separate approval and execution, beyond the terms of this Agreement.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement. Such consideration shall, at all relevant times, be no less favorable than that granted to any other jurisdiction that enters into a Site Access Agreement with the LA-RICS AUTHORITY. In

the event that LA-RICS AUTHORITY offers more favorable terms related to consideration to another jurisdiction, LA-RICS AUTHORITY shall notify OWNER promptly and shall provide OWNER with the option of amending this Agreement such that it contains the more favorable consideration terms.

6. **INSTALLATION**

6.01 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 of any of OWNER's communication transmission or other facilities (operated currently or in the future) owned by the OWNER, or interference with OWNER'S adjacent electric substation facility. Subject to OWNER's approval rights set forth in Section 3 hereof, LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

6.02 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 or any other use, 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 for communications transmitting equipment by the OWNER shall be required to comply with all applicable noninterference rules of the FCC.

6.03 OWNER reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (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 reasonable efforts based upon current industry standard practices to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the OWNER Facilities.

6.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform

construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

6.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide OWNER with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by OWNER, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit D (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten 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.

7. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the facilities and access routes shown in the attached Exhibits A (Real Property), B (LTE Site), C LA-RICS Facility, and D (Site Plan) 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 2.02 hereof. Subject to LA-RICS AUTHORITY's provision of advance notice to OWNER, as well as compliance with applicable zoning and other requirements of the Pasadena Municipal Code, LA-RICS AUTHORITY shall have the right to undertake the following categories of alterations without obtaining OWNER's approval pursuant to Section 3 hereof: (a) repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements comprising the LA-RICS Facility, and (b) alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") attached hereto as Exhibit E and made a part hereof, or that may be required as a result of FCC rules or regulations. LA-RICS AUTHORITY agrees to submit to the OWNER, for review, all plans and specifications, working drawings, and other information reasonably required by the OWNER covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans

provided to OWNER and shall, where required, be subject to inspection by OWNER's City Building Inspector.

8. **MAINTENANCE**

OWNER shall be responsible for maintenance of the Real Property not part of the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. Notwithstanding the foregoing, OWNER shall not be responsible to repair damage caused by LA-RICS AUTHORITY, its employees, agents, invitees, consultants or business vendors, including without limitation the LTE Vendor. LA-RICS shall be responsible for maintenance of the LTE Site and LTE Facilities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by OWNER and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 20 days written notice from OWNER, OWNER may perform the work and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days of the date of a written demand or invoice made by OWNER.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents, invitees or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 20 days written notice from OWNER, OWNER may have repairs made and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days of the date of a written demand or invoice made by OWNER.

9. **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 OWNER's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, OWNER shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY seven business days after receipt of notice to remove such debris. After the expiration of such seven-business day period, OWNER shall cause such debris to be removed and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days from the date of a written demand or invoice made by OWNER.

10. **OTHER OPERATIONAL RESPONSIBILITIES**

10.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

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

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

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

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

11. **RELOCATION**

11.01 OWNER shall have the right to require relocation of the LA-RICS Facility or any portion thereof by LA-RICS AUTHORITY on no more than one occasion during the term hereof to another location on the Real Property or other City owned real property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, or smaller if the area needed for the LTE Facilities decreases, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) provides sufficient coverage reasonably equivalent to that provided at the current LTE Site; and (v) can be provided within a reasonable amount of time, accounting for any environmental review that may be required preceding the actual relocation of the LA-RICS Facility;

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

California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) OWNER shall use its best efforts to give LA-RICS AUTHORITY at least six months written notice before requiring relocation, but in no event shall OWNER provide fewer than three months advance notice; and

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

11.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Manager Lease Agreement, and pursuant to OWNER's approval, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) provides sufficient coverage reasonably equivalent to that provided at the current LTE Site; and (v) can be provided within a reasonable amount of time, accounting for any environmental review that may be required preceding the actual relocation of the LA-RICS Facility;

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

(c) LA-RICS AUTHORITY shall give OWNER at least six (6) months written notice of the requested relocation.

12. ACCESS TO LTE SITE; AS-IS

12.01 OWNER hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide OWNER with prior written notice of all of its representatives

or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS AUTHORITY shall provide, at a minimum, a 24-hour notice prior to accessing the LTE site in the presence, of an OWNER representative, if provided by the OWNER, except in the event of an emergency, in which case LA-RICS AUTHORITY shall provide notice to OWNER as soon as practicable.

12.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share equally in the cost of maintaining the Access area, including but not limited to, fencing and the cleaning up of mud-slide debris and repairing the Access to its original accessible condition 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 from the date 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.

13. **EMERGENCY ACCESS TO LTE Site OWNER**

The OWNER and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to OWNER's request to take immediate action to correct any deficiency which threatens OWNER's operation on the LTE Site. Under no circumstance shall the OWNER access LA-RICS AUTHORITY's equipment cabinets. OWNER shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse OWNER within thirty (30) days from the date of OWNER's written request or invoice for OWNER's reasonable actual costs to correct any deficiency that is corrected by OWNER pursuant to this Section..

LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents shall endeavor but shall not be required to provide notice to OWNER prior to entering the LTE Site due to an emergency, but will be required to report such access within 24-hours of access and shall not inconvenience or disturb OWNER'S equipment when entering the LTE Site.

14. **OWNERLA-RICS AUTHORITYOWNER RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

14.02 Interference With Public Safety Systems. In the event of any interference with OWNER's Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations (the "Interference"), the parties shall immediately confer to attempt to cooperatively resolve the Interference. LA-RICS AUTHORITY will reimburse OWNER within 30 days of the date of a demand or invoice received from the City for reasonable expenses incurred by OWNER incurred in connection with or as a result of the Interference. In the event such resolution is not possible, LA-RICS AUTHORITY shall immediately cease such Interference by any and all means possible, and if LA-RICS AUTHORITY does not do so, then OWNER may do so, and LA-RICS AUTHORITY shall reimburse OWNER within thirty (30) days of the date of a written demand or invoice for all costs incurred by OWNER in connection therewith.

14.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of OWNER or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. 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.

14.04 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.

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

15. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line and meters required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. 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 and all costs of utilities used by LA-RICS AUTHORITY, which costs will be estimated and invoiced by OWNER and paid by LA-RICS AUTHORITY within thirty (30) days from the date of receipt of such invoice.

16. **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 (even if baseless), 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, but not limited to, any Workers' Compensation suit, other suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

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 (even if baseless), 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.

17. **INSURANCE**

17.01 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's Real Estate Department, Attn: Kelly

Kitasato, 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 the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the OWNER as an additional insured.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (for lessees with employees).
4. Property insurance against all risks of loss to any and all improvements or betterments, at full replacement cost new, with no coinsurance penalty provision. CITY shall be named as loss payee. Any property of Licensee on the licensed premises shall be insured by licensee as licensee determines appropriate. Any insurance policy covering the property of licensee shall be endorsed to waive subrogation against City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Licensee herewith waives recovery for any deductibles, or any property of licensee on the premises that is not insured, from City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Licensee herewith waives subrogation against City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents for any property not so insured or covered through a program of self-insurance.

If the Licensee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of the premises licensed to the licensee.
2. The Licensee's insurance coverage shall be primary insurance as respects the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Any insurance or self-insurance maintained by the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents shall be excess of the Licensee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Certificates of Insurance and required amendatory endorsements shall be provided to City and Licensee shall keep such insurance and endorsements in force and effect throughout the license term.

Licensee will procure and maintain policies of workers' compensation insurance as required by law, and not allow its contractors to use the licensed premises unless workers' compensation insurance has been certified.

Coverage.

No Limitation of Liability.

Licensee acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Licensee pursuant to this Section shall in no event be considered as limiting the liability of Operator under this Agreement.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Licensee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City of Pasadena, its officers, officials, employees, agents and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the City of Pasadena guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Licensee shall furnish the City of Pasadena with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City of Pasadena, Claims Coordinator, before use/grant of license commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City of Pasadena reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Including a requirement for Builder's All Risk coverage as outlined below:

(a) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's 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 the following:

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.

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

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

17.04 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 within 30 days of the date of a demand or invoice from OWNER, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by OWNER.

18. **FAILURE TO PROCURE INSURANCE**

18.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which OWNER may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by OWNER shall be repaid by LA-RICS AUTHORITY to OWNER within 30 days of the date of a written demand or invoice from OWNER.

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

19. **TAXES**

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

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

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

19.04 OWNER reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by OWNER shall be repaid by LA-RICS AUTHORITY to OWNER within 30 days of the date of a written demand or invoice from OWNER. LA-RICS AUTHORITY and OWNER agree that this is a license and not a lease and no real estate interest is being conveyed herein.

20. **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. . 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):
Lieutenant Mark Wilkins, (323) 351-6507

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

City of Pasadena
100 North Garfield Avenue, S228
Pasadena, California 91109
ATTN: City Manager

OWNER Contact (24-hour contact):
Department of Information Technology
ATTN: Steven Page
(626) 744-3648/(626) 744-7811/doi@cityofpasadena.net

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.

21. **LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

21.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, OWNER may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse OWNER within thirty

(30) days from the date of an itemized accounting of the cost for such removal of personal property and improvements. OWNER shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

22. **INDEPENDENT STATUS**

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

23. **AMENDMENT**

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

24. **ASSIGNMENT**

24.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the OWNER,. 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.

24.02 To effect an assignment or transfer pursuant to this Section 24 (Assignment), 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 transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

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

24.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to

perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the OWNER.

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

25. **SUBORDINATION AND NON-DISTURBANCE**

OWNER shall obtain, not later than 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 being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, OWNER shall obtain for 's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize 's right to remain in occupancy of and have access to the LTE Site as long as 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.

26. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to OWNER if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any,

under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and OWNER and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. DEFAULT

27.01 Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, OWNER shall provide written notice thereof to LA-RICS AUTHORITY. 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 in which case LA-RICS AUTHORITY will pay OWNER within 30 days of the date of a written demand or invoice received from OWNER, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

27.02 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.

28. WAIVER

28.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to

require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

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

29. **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 LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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 reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

30. **DAMAGE OR DESTRUCTION**

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

adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

31. **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.

32. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

34. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

35.04 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.

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

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the 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.

36. **NON EXCLUSIVITY**

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

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

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

38. **PUBLIC RECORDS ACT**

38.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the OWNER's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the OWNER. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary" (the "LA-RICS Materials"). 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.

38.02 In the event the OWNER is required to defend an action on a Public Records Act request for any of the LA-RICS Materials, LA-RICS AUTHORITY agrees to defend, hold harmless, and indemnify the OWNER from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability.

38.03 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" (the "OWNER Materials"). 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.

38.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request for any of the OWNER Materials, 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.

39. **OTHER TERMS AND CONDITIONS**

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

39.02 Habitation. The LTE Site shall not be used for human habitation.

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

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

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

39.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the OWNER. With the exception of a lock to be placed on the gate by LA-RICS AUTHORITY where joint access will be required by both parties, as outlined in Exhibit D (Site Plan). OWNER shall be responsible for securing the Real Property.

40. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by

LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal) hereof) upon a loss or reduction of grant funds or other applicable funding sources.

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **TIME OF ESSENCE**

Time is strictly of the essence of this Agreement, and each and every covenant, term, and provision hereof.

48. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF PASADENA

A California Joint Powers Authority

By: 

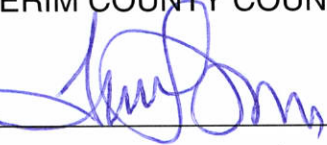
Print Name: PATRICK J. MALLON
Its: EXECUTIVE DIRECTOR

By: 
Michael J. Beck
City Manager

APPROVED AS TO FORM:

ATTEST:

MARY C. WICKHAM
INTERIM COUNTY COUNSEL

By: 

By:  2/15/15
Mark Jomsky, CMC
City Clerk

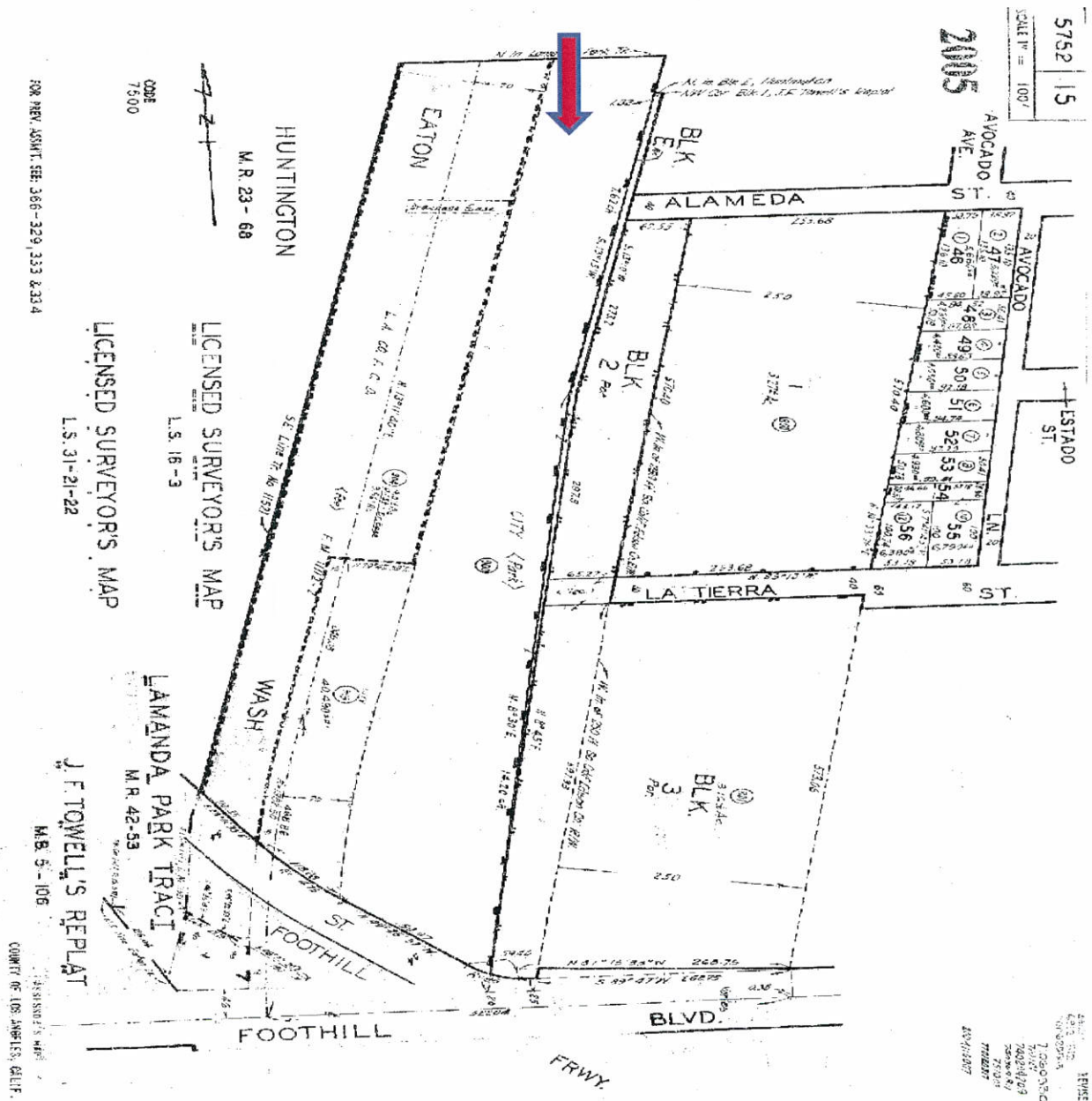
ATTEST:

By: 
Javan N. Rad Chief
Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION AND PLAT OF REAL PROPERTY OWNED BY THE CITY OF PASADENA

APN: 5752-015-900 Lot: 1 Block: E Abbreviated Description: LOT:1 BLK:E CITY:REGION/CLUSTER:
05/05114 LOT COM AT NW COR OF LOT 1 L S 31-21-22 TH W ON S LINE OF ALAMEDA ST 62.55 FT TH N 13
10' E TO N LINE OF BLK E HUNTINGTON TH City/Muni/Twp: REGION/CLUSTER: 05/05114





 LA-RICS Landmark Architecture Registration & Certification		 MOTOROLA SOLUTIONS	
INDUSTRIAL SYSTEMS INFORMATION TECHNOLOGY		PASA001 GOODRICH	
MITCHELL J. ARCHITECTURE, INC. 10000 Wilshire Blvd., Suite 200 Culver City, CA 90230 (310) 552-2111 Fax: (310) 552-2110 www.mja.com		Los Angeles Registered Architect with Commercial License #21040	
 MITCHELL J. ARCHITECTURE, INC. 10000 Wilshire Blvd., Suite 200 Culver City, CA 90230 (310) 552-2111 Fax: (310) 552-2110 www.mja.com		20-10-15	
WARD CHARTER ENGINE		20-10-15	
DRAWN BY CHECKED BY		L ST	
20-10-15 REVISIONS			
NO.	DATE	DESCRIPTION	
1	01-10-15	WDRD 504 20'x	
1	01-12-15	WDRD 505 20'x	
1	02-10-15	WDRD 506 20'x	
1	04-05-15	WDRD 507 20'x	
1	04-05-15	WDRD 508 20'x	
1	04-05-15	WDRD 509 20'x	
1	04-05-15	WDRD 510 20'x	
1	04-05-15	WDRD 511 20'x	
1	04-05-15	WDRD 512 20'x	
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1	04-05-15	WDRD 566 20'x	
1	04-05-15	WDRD 567 20'x	
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1	04-05-15	WDRD 569 20'x	
1	04-05-15	WDRD 570 20'x	
1</			

EXHIBIT C
LA-RICS Facility
(EQUIPMENT LIST)


- 6 LTE Antennas and line
- 3 Microwave Dishes
- Antenna Support Hardware
- Power (If not using existing service)
 - 1 Generator
 - 2 Automatic Transfer Switch
 - 3 Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

EXHIBIT D
SITE PLAN


**[TO BE REPLACED BY FUTURE SET OF
DRAWINGS PENDING FINAL APPROVAL BY
OWNER/CITY OF PASADENA]**

CDs Dated 4-29-15

ATTACHED



LA-RICS
Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS

GENERAL DYNAMICS INFORMATION TECHNOLOGY

PASA001

Los Angeles Regional Interoperable Communications System

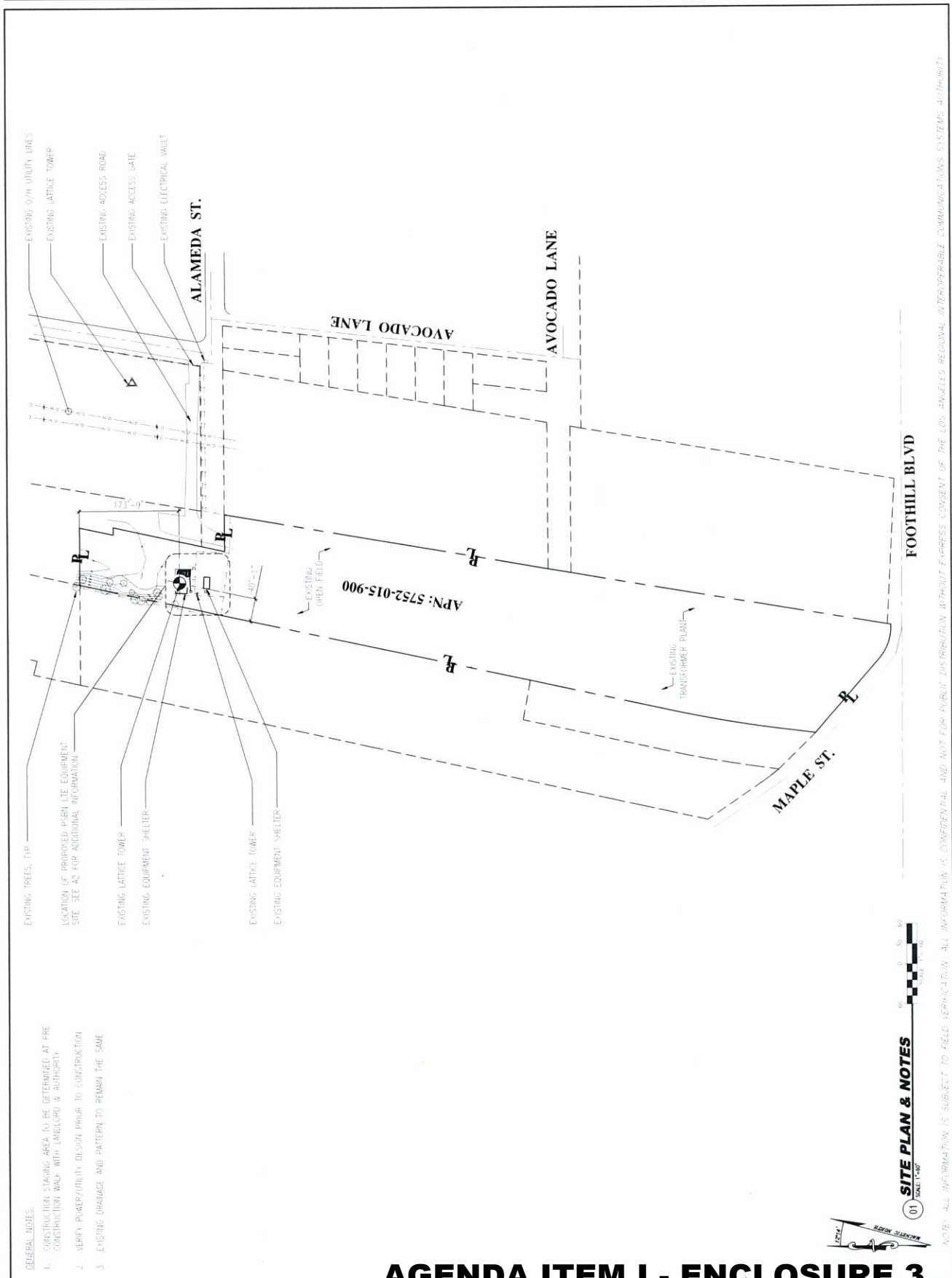
GOODRICH

MITCHELL, J. ARCHITECTURE, INC.
4883 Thomson Court, Suite N
San Diego, CA 92111
(619) 550-3130 (ph) (619) 550-3140 (fax)

REVISIONS

NO.	DATE	DESCRIPTION
1	04-26-15	ISSUE FOR PERMIT

DESIGNER
CONTRACTOR
EL. 14
SHEET BY: JH
DATE: 04-26-15
PROJECT: PASA001



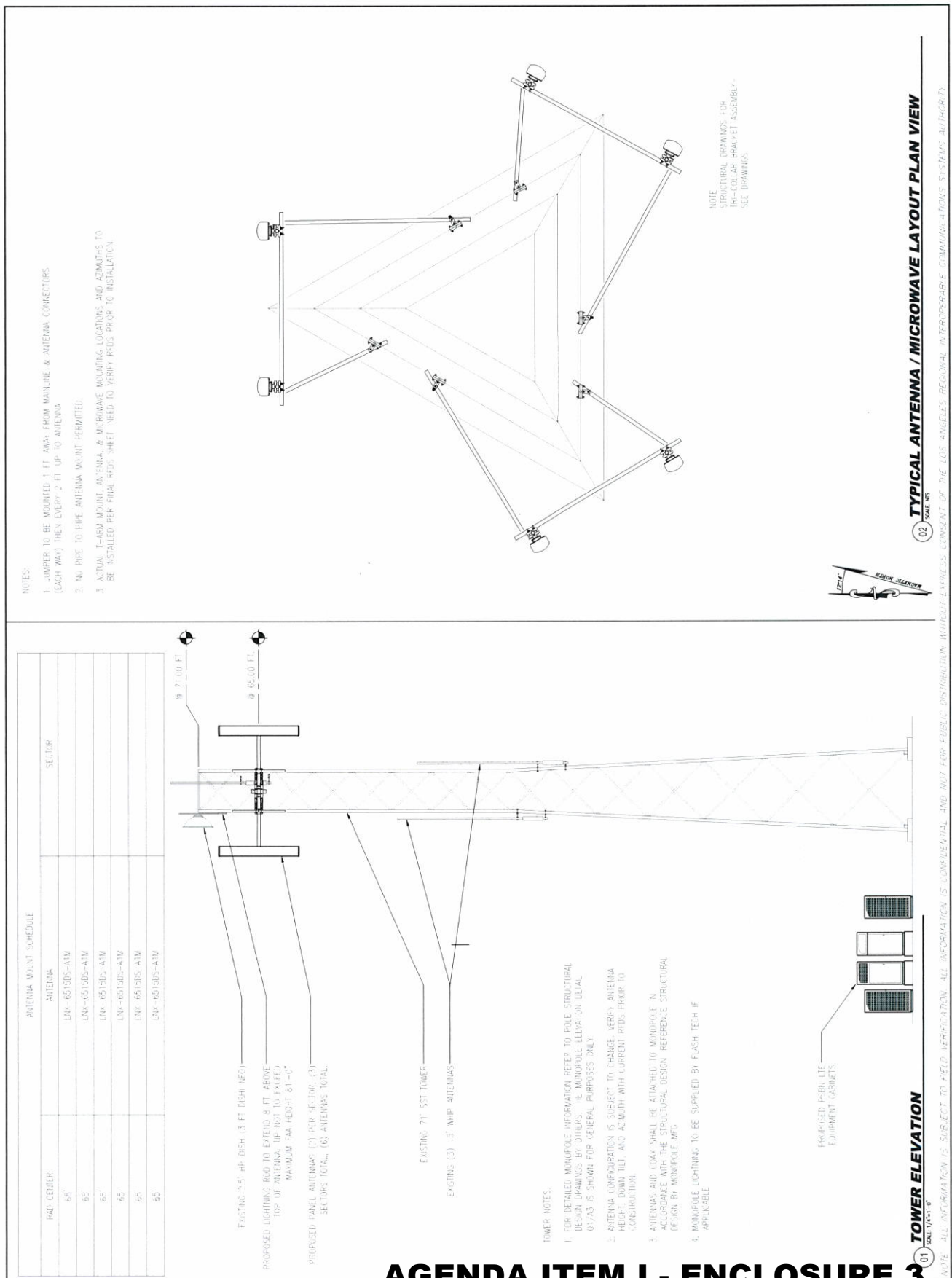


EXHIBIT E
Spectrum Lease Agreement
[Insert First Net Parties dated July 1, 2013]

EXHIBIT E
Spectrum Lease Agreement
[Insert First Net Parties dated July 1, 2013]

AGREEMENT ATTACHED

SPECTRUM MANAGER LEASE AGREEMENT
BETWEEN
THE FIRST RESPONDER NETWORK AUTHORITY
AND
THE LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY

I. PARTIES AND PURPOSE

This non-exclusive Spectrum Manager Lease Agreement ("SMLA" or "Agreement") is entered into by the **First Responder Network Authority** ("FirstNet" or "Licensee") and the **Los Angeles Regional Interoperable Communications System Authority** ("LA-RICS Authority" or "Lessee"), through which FirstNet will lease spectrum usage rights to operate on the 700 MHz public safety broadband spectrum ("FirstNet Spectrum"), the single, nationwide license which was granted to FirstNet by the Federal Communications Commission ("FCC") under Call Sign WQQE234. Further, this SMLA is a spectrum manager lease arrangement pursuant to Section 1.9020 of the FCC's rules (47 C.F.R. § 1.9020), subject to applicable provisions of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96) ("Tax Relief Act"), the Communications Act of 1934 (47 U.S.C. § 151 *et seq.*), as amended ("Communications Act"), and FCC rules, regulations and policies.

The parties to this Agreement have entered into it with full awareness that while the fundamental goal of the Tax Relief Act is the deployment and operation of a nationwide interoperable public safety broadband network under the authority of FirstNet, the single, national network architecture for that network has not yet been established, and the technical standards for the network are continuing to evolve. Thus, the parties acknowledge that during the term of this Agreement, FirstNet may adopt additional or different technical requirements or operational standards to ensure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards may require the replacement or modification of any existing Lessee's Infrastructure. The parties further acknowledge that should that event occur, they will negotiate in good faith towards an agreement concerning how the costs of such replacements or modifications will be covered.

Subject to the terms and conditions below, the SMLA authorizes the Lessee to provide wireless communications services to public safety entities as described in Section 6001 of the Tax Relief Act ("Public Safety Entities"), and as otherwise provided for herein in Section II.D. Subject to the terms and conditions below, FirstNet intends for this Agreement to continue until the time at which FirstNet has provided the governors of each of the states with the details of its proposed plan for the build-out of the nationwide, interoperable broadband network, and the Governor of State of California ("State") has made the decision required under Section 6302(e) of the Tax Relief Act on whether the State will participate in the deployment of the nationwide interoperable broadband network as proposed by FirstNet, or will seek approval to conduct its own deployment of a radio access network within the State ("State's Decision"). The parties acknowledge, thereafter, any operations of the Lessee on FirstNet Spectrum will be pursuant to terms and conditions established by the implementation of the State's Decision.

One of the primary purposes of this Agreement is to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities. To that end, as set forth below, FirstNet and the Lessee intend to make good faith efforts to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities, and to ensure the interests of the State of California are included in any such good faith efforts that follow the date of the State's Decision. Although this is a non-exclusive agreement, to the extent that FirstNet leases this spectrum to third party users, it will work closely and in good faith, with the Lessee to ensure that such third party uses

will not impede or interfere with Lessee's wireless communications to Public Safety Entities and others, as provided for herein.

II. TERMS AND CONDITIONS

A. **Responsibilities of the Parties.** The parties agree to the following responsibilities:

1. FirstNet shall:

- (a) Ensure that the Lessee complies with the Communications Act and all applicable policies and rules directly related to the FirstNet Spectrum by providing oversight and enforcement of the Lessee's use of the FirstNet Spectrum;
- (b) Be responsible for the final resolution of all interference-related matters, including conflicts between the Lessee and third parties, after first permitting the Lessee to resolve these matters;
- (c) Maintain a reasonable degree of actual working knowledge of the Lessee's activities;
- (d) Be responsible for all FCC-required filings and reports, including the filing of necessary notifications and all other required documents (i.e., FCC Form 608);
- (e) Retain the right to terminate the SMLA as provided in Section IV of this Agreement; and
- (f) Retain a copy of the SMLA in its records.

2. Lessee shall:

- (a) Comply with the requirements of the Communications Act and all applicable policies and rules related to the FirstNet Spectrum, including service rules for Call Sign WQQE234;
- (b) Be independently accountable to the FCC for complying with the Communications Act and FCC policies and rules;
- (c) Provide FirstNet with a copy of any filing to be made by Lessee to the FCC related to the use of the FirstNet Spectrum at least two (2) business days in advance of its submission;
- (d) Permit FirstNet to inspect its facilities and equipment used to operate on the FirstNet Spectrum, upon reasonable notice in accordance with Section II. O., below;
- (e) Accept FCC oversight and enforcement for the lease of the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234;
- (f) Promptly respond to any FirstNet request for information to comply with FirstNet's reporting or oversight requirements; and
- (g) Retain a copy of the SMLA in its records.

B. **Compliance with FCC Rules.** The parties agree to comply with all of the rules, regulations, policies, decisions of the FCC, both currently and as may be adopted in the future, as well as any other applicable laws, including the Communications Act (collectively, "Communications Laws") for the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234.

C. **Geographic Scope of Operations.** The Lessee shall operate on the FirstNet Spectrum only within its Broadband Technology Opportunity Program ("BTOP") project Service Area, as set forth in its BTOP Award Agreement ("Service Area")(see attached map).

D. **Eligible services.** The Lessee shall use the FirstNet Spectrum to provide wireless communications services to Public Safety Entities as defined under the Tax Relief Act. In addition, and for the purposes of this Agreement, the definition of Public Safety Entities is further expanded to include any government or private entity with statutory responsibility to protect life, property, and/or the environment in the jurisdiction, and those entities assisting or cooperating in the mitigation of emergency incidents as defined in the Glossary of Terms by the Department of Homeland Security's Federal Emergency Management Agency ("FEMA") National Incident Management System ("NIMS") (all such entities are collectively, "Public Safety Entities").

- E. **Subleasing.** The Lessee may not sublease the FirstNet Spectrum to any entity, nor offer any excess capacity on the FirstNet Spectrum to any entity for any purpose other than the provision of wireless communications services to Public Safety Entities.
- F. **Consideration.** In consideration of Lessee's agreement to the Key Learning Conditions as set forth in Section II. L, FirstNet agrees to authorize the Lessee to use the FirstNet Spectrum. This section does not relieve the Lessee of any obligation it may have to pay any future fees associated with use of the nationwide public safety broadband network, pursuant to sections 6208 and 6302 of the Tax Relief Act. The Lessee agrees that this Agreement does not impair FirstNet's right to enter into a "Covered Leasing Agreement" as authorized by section 6208(a) of the Tax Relief Act.
- G. **Protection of Incumbents.** Lessee shall comply with the FCC's rules, both current and as may be adopted in the future, for protection of Incumbents.
- H. **Lessee's Infrastructure.** The Lessee shall ensure that all LTE-related devices, hardware, software, and any supporting infrastructure required for its operations on the FirstNet Spectrum (including LTE network services or applications platforms that may affect the operations and maintenance of the network under the single, national network architecture established by FirstNet) ("Lessee's Infrastructure"):
1. operate on 3GPP Band 14 in a 10 X 10 MHz configuration, to the extent compatible with international agreements concerning operations in border regions;
 2. comply with the recommended minimum technical requirements of the Technical Advisory Board for First Responder Interoperability, as provided to FirstNet by the FCC, and as those minimum technical requirements which evolve over time; and,
 3. are built and operated according to open, non-proprietary and commercially-available standards.

If, during the term of this Agreement, FirstNet adopts additional or different technical requirements or operational standards to insure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards would require the replacement or modification of any existing Lessee's Infrastructure, the Lessee shall not be obliged to implement such changes until the Lessee and FirstNet have first entered into an agreement concerning how the costs of such replacements or modifications shall be covered. Lessee will not be responsible for any added costs resulting from FirstNet's adoption of any additional or different technical requirements or operational standards, if the parties fail to successfully negotiate an agreement regarding how such costs will be covered. Further, failure of the parties to successfully negotiate such an agreement cannot serve as the basis for termination of this Agreement by FirstNet. Lessee is, however, still obligated to implement changes required as a result of FCC rules or regulations.

- I. **Environmental Compliance.** Lessee shall comply with all applicable Federal and State Environmental laws, regulations, and rules, including the completion of necessary environmental reviews. Prior to commencing operations on the leased portion of the FirstNet Spectrum, Lessee shall complete all environmental reviews required by Federal or State law.
- J. **Participation by Public Safety Agencies.** Prior to commencing operations on the FirstNet Spectrum, the Lessee shall provide FirstNet with a written certification that it has received written notifications from a significant representation of the LA-RICS Authority's member agencies that are within the geographic scope of Lessee's operations of their intent to receive wireless communications services from the Lessee's operations.

- K. **Consultation on Requests for Proposal and Agreements.** The Lessee shall consult with FirstNet prior to issuing any Requests for Proposal ("RFP"), executing any agreement with a supplier, or modifying any existing agreement with a supplier ("Project Supplier"), if such RFP or agreement concerns the Lessee's operations on the FirstNet Spectrum.

To the extent that FirstNet and Lessee agree to integrate the Lessee's LTE related devices, hardware and software (hereinafter "Equipment") into the FirstNet nationwide network architecture and implementation program, it may become necessary for the Lessee's Equipment to be relocated and reinstalled in another location. Such new location may be in another city, county or state within the United States of America where, in FirstNet's judgment, the Equipment can be more effectively and/or economically integrated into the FirstNet nationwide network to provide wireless broadband services to first responders and public safety users.

Upon FirstNet providing written notification to the Lessee, the parties shall enter into good faith negotiations for an agreement for the transfer of control and relocation of the Equipment consistent with the Lessee's obligations under 15 C.F.R. § 24.32 and the terms and conditions of its BTOP Award. Any relocation of Lessee's Equipment will be done in a manner that will not result in any degradation of Lessee's provision of wireless communications services to Public Safety Entities, including availability, coverage, performance or functionality of service provided to Public Safety Entities. Lessee will not be responsible for any costs associated with relocation of Lessee's Equipment. FirstNet will also not seek to relocate Lessee Equipment that was acquired in part, with Lessee's funds, unless the Parties enter into a subsequent agreement.

- L. **Key Learning Condition(s).** Subject to the Key Learning Conditions Plan ("Plan") required by this subsection below, the Lessee shall conduct the following activities as part of its operations on the FirstNet Spectrum, to assist FirstNet in the development, deployment, and management of the nationwide public safety broadband network:

FirstNet and Lessee have agreed upon the Key Learning Condition of exploring secondary responder partnerships.

Not later than 90 days following the execution of this Agreement, the Lessee and FirstNet shall develop and execute a Key Learning Conditions Plan which shall describe in more detail these activities and any related obligations of the parties.

- M. **Compliance with Conditions of BTOP Award.** Within 15 days of execution of this Agreement, the Lessee shall seek the approval of the National Telecommunications and Information Administration ("NTIA") to lift its partial suspension of funds awarded to the Lessee under the BTOP. Following the Lessee's submission of such a request, and provided that the Lessee is in compliance with this Agreement, FirstNet will provide NTIA with a copy of this Agreement and a written recommendation that supports the Lessee's request to lift the partial suspension of the funds awarded to Lessee under the BTOP. The Lessee shall comply with the terms and conditions specified in its BTOP award, as amended.
- N. **Co-Location Services.** Following the date of the State's Decision and after serving a written request to do so, FirstNet shall enter into good faith negotiations with Lessee and any underlying property owner and/or lessor from which Lessee is leasing LTE site space, for an agreement for co-location services, on a non-exclusive basis, for FirstNet to locate certain equipment on any of the Lessee's Federally-funded LTE sites and infrastructure (e.g., towers), to the extent permitted by the underlying property owner and/or lessor.
- O. **Access to Information and Information Sharing.** In order to help inform FirstNet on the planning, deployment and operation of the nationwide public safety broadband network, the Lessee shall provide reasonable access to its operations, and shall facilitate the collection and sharing of information about its operations. Such access shall be provided to FirstNet's technical teams or other personnel authorized by

FirstNet, provided, however, that Lessee's confidential, security sensitive or proprietary information may be subject to appropriate non-disclosure agreements, as determined by Lessee in its sole discretion.

Prior to commencing operations on FirstNet Spectrum, the Lessee shall ensure that any agreement with its Project Suppliers expressly provides for:

1. the Project Supplier to disclose and share information to FirstNet or other authorized personnel, subject to appropriate non-disclosure agreements on the Project Supplier's confidential, security sensitive or proprietary information; provided, however, Project Supplier is not required to disclose proprietary financial information; and,
2. the testing and certification of any of the Lessee's Infrastructure provided by the Project Supplier for deployment in Lessee's operations, at approved labs for FCC type certification in 3GPP Band 14 and PTCRB certification specific to 3GPP Band 14 devices.

P. **Reporting.** The Lessee shall provide FirstNet with the following, where Lessee may clearly label any information provide as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY":

1. Quarterly written reports on the operations of Lessee's project that use the FirstNet Spectrum, Lessee's experiences with its Project Suppliers, its progress in achieving project milestones, and the experiences of users of its wireless communications services; and
2. Copies of its reports to government entities that relate to Lessee's use of the FirstNet Spectrum, including its BTOP reports and any environmental reports.

III. DURATION OF THE AGREEMENT AND AMENDMENTS

This Agreement will become effective when signed by both parties. This Agreement shall have an initial term of five (5) years. FirstNet will notify Lessee at least three months prior to the date upon which FirstNet intends to present the Governor of the State of California with the details of its proposed plan for build-out within the State under Section 6302(e) of the Tax Relief Act. Six months prior to the expiration of the initial term of this Agreement, or upon receipt of FirstNet's notification of the date on which it intends to present its proposed build-out plan to the Governor as described above, whichever first occurs, the Lessee shall initiate discussions with FirstNet. Such discussions shall review the progress of this project and address the possible need for a renewal or extension of this Agreement, or the negotiation of a new agreement, to maintain Lessee's access to FirstNet Spectrum in order to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area prior to the implementation of the State's Decision and to facilitate FirstNet's access to the FirstNet Spectrum for partnerships and other agreements in support of a nationwide public safety broadband network. The parties shall make good faith efforts to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area.

This Lease may be amended by mutual written consent of the Parties.

IV. TERMINATION AND CANCELLATION CLAUSE

- A. This Agreement shall terminate upon the occurrence of any of the following conditions:
 1. The day following the termination date of the Agreement; or
 2. FirstNet's License Authorization for Call Sign WQQE234 is revoked, cancelled, terminated or otherwise ceases to be in effect.
- B. FirstNet may terminate the Agreement in the event the Lessee:
 1. fails to obtain approval of its request to NTIA to lift its suspension of BTOP funds;

2. fails to comply with material terms of the Agreement and/or applicable FCC requirements, following written notice and reasonable opportunity to cure the non-compliance;
3. commits a material breach of the Terms and Conditions of this Agreement or its BTOP Award, and thereafter fails to bring its operations into compliance within a reasonable period of time;
4. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee; or
5. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State of California fails to obtain Federal approval regarding the implementation of the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee.

Upon termination of this Spectrum Manager Lease Agreement for any reason, FirstNet and the Lessee shall make good faith efforts to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities in the Service Area.

V. RESOLUTION OF DISAGREEMENTS

Should any disputes arise under this Agreement, the parties agree that:

- A. prior to initiation of litigation, the parties shall meet to attempt to resolve the dispute. The results of the meeting shall be memorialized in writing signed (either manually or electronically) by the head of each party; and
- B. prior to initiation of discovery or the filing of a dispositive motion in litigation, the parties shall participate in mediation. The mediator may either be selected by the parties, or each party shall designate an unrelated party, who together shall select an unrelated third party, and the majority shall select the mediator, or one selected by a court of competent jurisdiction; and
- C. Any litigation shall be filed in a Federal court of competent jurisdiction.

VII. GENERAL PROVISIONS

- A. **Assignment.** This Spectrum Manager Lease Agreement is not an assignment, sale, or transfer of FirstNet's license for Call Sign WQQE234. This Spectrum Manager Lease Agreement shall not be assigned to any entity that is ineligible or unqualified to enter into a spectrum lease agreement. The Licensee shall not consent to an assignment of this Agreement unless such assignment complies with applicable FCC rules and regulations.
- B. **Notices.** The parties agree that if there is a change regarding the information in this Agreement, the party making the change shall provide written notice to the other party. Such notices may be provided by U.S. mail, facsimile, or in person to the contacts as set forth below.

The contacts of each party of this Agreement are:

For Licensee:

FirstNet

For Lessee:

LA-RICS Authority


Bill D'Agostino
General Manager
National Telecommunications and
Information Administration (NTIA)
1401 Constitution Avenue
Washington, DC 20230

Patrick Mallon
Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

- C. **Representations and Warranties.** Each Party to this Spectrum Lease represents and warrants to the other that each of them has the requisite authority and has taken all action necessary in order to execute and deliver this Spectrum Lease.
- D. **Governing Law.** This Spectrum Lease shall be governed by Federal law.
- E. **Subject to the Availability of Funds.** This agreement is subject to the availability of funds in accordance with Federal Appropriations law or if required by changes in State law, or because of court order, or because of insufficient appropriations made available the California State Legislature for the performance of this Agreement.
- F. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- G. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties.
- H. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- I. **Most Favored BTOP Lessee.** The spectrum usage rights granted to the Lessee to operate on the FirstNet Spectrum in this Agreement will be no less favorable than those granted to any other BTOP lessee by FirstNet. In the event FirstNet offers more favorable terms to another BTOP lessee, FirstNet will notify the Lessee promptly and provide Lessee the option of amending this Agreement such that it contains the more favorable term.

This Agreement may be executed originally or by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

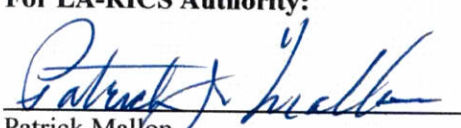
For the First Responder Network Authority:



Bill D'Agostino
General Manager
First Responder Network Authority

Date: 7-1-13

For LA-RICS Authority:



Patrick Mallon
Executive Director
LA-RICS Authority

Date: 7-1-13



**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

April 12, 2018

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

Dear Directors:

**APPROVE MODIFICATION TO THE DELEGATION RELATING TO USE OF LA-RICS
PUBLIC SAFETY BROADBAND NETWORK DEVICES MEMORANDUM OF
UNDERSTANDING**

SUBJECT

Board approval is requested to modify the delegation of authority previously given to the Executive Director relating to Memorandum of Understandings (MOU) for the loan of Public Safety Broadband Network (PSBN) devices, on a gratis basis, to agencies utilizing the PSBN.

RECOMMENDED ACTION

It is recommended that your Board modify the delegated authority relating to execution of MOUs for the loan of PSBN devices to now include user equipment and/or devices (1) purchased via the PSBN Devices Master Agreement, or (2) contemplated as part of any Board approved agreement, including but not limited to the PSBN Agreement, AT&T Transfer Agreement, No-Cost Agreements, etc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Authority to enter into an MOU to loan PSBN devices purchased, received via no cost agreements, and/or received via existing executed agreements such as the Business Agreement between the Authority and AT&T.

On July 7, 2016, your Board authorized the Executive Director to execute MOUs with agencies for the loan of PSBN devices, on a gratis basis, for use on the PSBN. The prior July 7, 2016, board letter is attached as Enclosure 1. However, the delegation only contemplated PSBN devices purchased under the Authority's PSBN Devices Master Agreement solicitation. Since this Board action, your Board has authorized the Authority to accept PSBN devices by other agreements and the Authority would like to utilize the previously approved MOU to loan these devices to agencies.

By way of example, on December 14, 2017, your Board approved the Authority to enter into an Asset Transfer Agreement with AT&T to transition the PSBN to AT&T for integration into the National Public Safety Broadband Network (NPSBN). The Business Agreement contemplated, among other things, AT&T providing the Authority with 3,300 PSBN devices. Approval of this recommended action would allow the Authority to utilize the MOU previously approved by your Board to loan the PSBN devices contemplated in the Asset Transfer Agreement, on a gratis basis, to agencies.

Such PSBN devices may include, but are not limited to, routers, in-vehicle routers, USB modems, smartphones, tablets, outdoor units, portable hotspots, mPCIe Long Term Evolution (LTE) modems, and Universal Integrated Circuit Cards (UICCs).

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended actions. As previously approved, any PSBN devices loaned to agencies will be on a gratis basis; however, the agencies shall be responsible for costs associated with the PSBN devices including, but not limited to, provisioning, installation/removal, management, commercial carrier roaming costs, security, and liability.

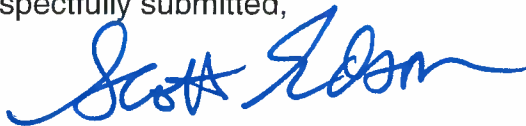
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director, will have authority to execute MOUs for the loan of PSBN devices.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:pl

Enclosure

c: Counsel to the Authority



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

**APPROVE MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)
PUBLIC SAFETY BROADBAND NETWORK (PSBN) DEVICES**

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to execute Memorandum of Understanding (MOU), substantially similar to the enclosed, to allow the Authority to loan Public Safety Broadband Network (PSBN) devices (In-Vehicle Routers, USB Modems, Smartphones, Tablets, Outdoor Units, Portable Hotspots, mPCIe Long Term Evolution (LTE) Modems, and Universal Integrated Circuit Cards [UICCs], or other devices that the Authority may purchase under its PSBN Devices Master Agreements [collectively, "PSBN Devices"]) to agencies utilizing the PSBN on a gratis basis.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan Authority purchased PSBN Devices to agencies for use on the PSBN.
2. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the MOUs, provided they are approved as to form by Counsel to the Authority.

AGENDA ITEM J - ENCLOSURE

BACKGROUND

On September 2, 2014, the Authority issued a Request for Information (RFI) to obtain information from qualified and knowledgeable firms to understand the capabilities of the current telecommunications market for LTE user equipment/devices. On October 6, 2014, ten (10) responses were received. The Authority reviewed the responses in great depth and used the knowledge gained through the RFI process, in addition to member agency feedback, to develop a Request for Statement of Qualifications (RFSQ).

On May 14, 2015, the Authority issued the Request for Statement of Qualifications (RFSQ) No. LA-RICS 010. The solicitation process for RFSQ No. LA-RICS 010 allows the Authority to onboard qualifying vendors to allow the Authority and its member agencies to procure various types of PSBN Devices.

On June 5, 2015, the Authority accepted an initial round of Statement of Qualifications (SOQs) in response to RFSQ No. LA-RICS 010. Each vendor who demonstrated that it met the requisite device requirements and functionality for one or more of the PSBN Device Categories, accepted the terms and conditions of the Master Agreement without exceptions, and met the insurance requirements were recommended for award of a Master Agreement.

On July 16, 2015, your Board approved the Master Agreements for PSBN Devices and authorized the Executive Director to execute said Master Agreements. Seven (7) Master Agreements were also executed on July 16, 2015, and all seven (7) vendors became Qualified Contractors in one or more PSBN Device Categories that they qualified for. On August 5, 2015, the Authority executed an additional Master Agreement with an eighth vendor.

The Authority issued an initial round of Requests for Bids (RFBs) on July 21, 2015, to Qualified Vendors within the In-Vehicle PSBN Device Category to procure In-Vehicle Routers for use on the PSBN. Subsequent rounds of RFBs were issued between August to September 2015. Work Orders were issued and PSBN Devices were purchased from the successfully solicited RFBs to the Qualified Vendors. These Work Orders included a detailed listing of the required work which describes, in detail, the particular nature of the device procurement, maintenance services, etc., and any distinct member agency requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Authority to enter into, and amend if necessary, an MOU that would allow the Authority to loan Authority purchased PSBN Devices to agencies, first and/or secondary responders, for use on the PSBN. The

MOU provides that equipment will be loaned to agencies, and specifies conditions of use of the equipment, including how to maintain and protect the equipment. The MOU also requires that the agencies accepting the equipment will pay for all costs associated with provisioning and installing the PSBN Devices for their use.

FISCAL IMPACT/FINANCING

The PSBN Devices will be loaned to agencies on a gratis basis; however, the agencies shall be responsible for costs associated with the PSBN Devices including, but not limited to, provisioning, installation/removal, management, commercial carrier roaming costs, and security.

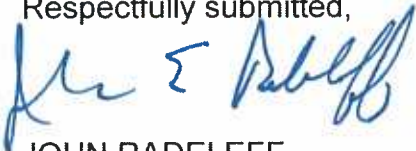
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director, or his designee, will have authority to execute and amend, if necessary, MOUs, substantially similar in form to the enclosed.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Radeleff", is written over a light blue circular stamp.

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:MS:pl

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2016 Agendas\7-July 7, 2016\Agenda Item X - 0 PSBN DEVICES MOU Board Letter_06-23-16 docx

Enclosure

c: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING TO
ASSIGN LA-RICS PSBN DEVICES**

REVISE MOU TEMPLATE ACCORDINGLY FOR MEMBER OR AGENCY USE

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2016,

BY AND BETWEEN

MEMBER/AGENCY

hereinafter referred to as
"Member/Agency";

AND

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

WHEREAS, pursuant to a Master Agreement, the Authority has procured Public Safety Broadband Network (PSBN) devices (including In-Vehicle Routers, USB Modems, Smartphones, Tablets, Outdoor Units, Portable Hotspots, mPCIe LTE Modems, and Universal Integrated Circuit Cards [UICC], or any other devices that may be included from time to time) (hereinafter "PSBN Devices") for Authority member agency/agency ("Member/Agency") use on the PSBN;

WHEREAS, the Authority wishes to enter into a Memorandum of Understanding (MOU) for assignment of the Authority's PSBN Devices to Member/Agency;

WHEREAS, Member/Agency is agreeable to accept, subscribe, and use the PSBN Devices on the PSBN.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PURPOSE

The purpose of this MOU is to allow the Authority to assign Member/Agency certain PSBN Devices identified in Exhibit A (PSBN Device Details Log) and for Member/Agency to install (if required) and use the PSBN Device per original manufacturer instructions, and in accordance with applicable FCC rules and

regulations, and perform preventative maintenance inspections, all in accordance with Exhibit B (PSBN Device Manufacturer Requirements and Recommendations), and undertake other related activities.

2. PSBN DEVICES FOR AUTHORITY MEMBER/AGENCY USE

Member/Agency acknowledges possession and use of the PSBN Devices is for use on the PSBN. If at any time following the execution of this MOU, the Authority requires the return of the PSBN Devices, or the Member/Agency elects to return the PSBN Devices, Member/Agency will be required to return all the PSBN Devices, associated accessories, and antennas in good working order set forth in Exhibit A (PSBN Device Details Log) to this MOU in accordance with Section 8, Return of User Equipment, of this MOU.

3. CONDITIONS OF USE

Member/Agency shall:

- 3.1 Comply with and abide by all required preventative maintenance inspections and directions provided by the Authority and PSBN Devices manufacturer in order to properly maintain the PSBN Devices, in accordance with Exhibit B (PSBN Device Manufacturer Requirements and Recommendations).
- 3.2 Report any lost, stolen or damaged PSBN Devices in accordance with Exhibit C (Lost, Stolen, or Damaged PSBN Device).
- 3.3 Maintain a PSBN Device Log to track devices (e.g. location, assigned personnel, etc.).
- 3.4 Provide LA-RICS Equipment Administrator with an updated PSBN Device Log on the same day a change in location/assignment occurs.
- 3.5 Allow the Authority to retain and use one (1) administrator user account to the Device Management System for the purpose of disabling PSBN Devices on an emergency basis that pose a risk to the PSBN.
- 3.6 Maintain a file of all copies of Exhibit D (PSBN Device Delivery Receipt) upon delivery of PSBN Device to the **Member/Agency**.
- 3.7 Be solely responsible for the determination of PSBN Devices requirements. The Authority is not responsible, in any way, the **Member's/Agency's** requirements and will not be accountable in the **Member's/Agency's** dissatisfaction of the PSBN Devices. The Authority is only responsible for the administration of the procurement process and the financing of the initial purchase.

- 3.8 Be responsible for the warehousing and other device management activities for the PSBN Devices purchased by the Authority on behalf of the **Member/Agency**.
- 3.9 Be responsible for any accessories needed to place the PSBN Devices into operation that is not part of the initial purchase by the Authority.
- 3.10 Be responsible to put into service all PSBN Devices acquired by the Authority and allocated to **Member/Agency** under this MOU upon final testing of the PSBN within 60 days or a reasonable timeframe agreed upon by the Authority and **Member/Agency** for PSBN Devices that require installation such as vehicular modems. The Authority may distribute allocated PSBN Devices in phases to allow the Authority to assess **Member's/Agency's** installation and activation progress.
- 3.11 **Member/Agency** to install (if required) and use the device per original manufacturer's instruction, and in accordance with applicable FCC rules and regulations.
- 3.12 **Member/Agency** is solely responsible for integration of vehicular PSBN Devices with its vehicular equipment to not cause harm or damage to PSBN Devices and/or cause harm to other vehicular equipment from vehicle's manufacturer or agency equipment within the vehicle.
- 3.13 **Member/Agency** is solely responsible for installation of outdoor PSBN Devices at agency's facility to not cause harm or damage to PSBN Devices and/or cause harm to other equipment, and ensure installation and operation of the outdoor PSBN Devices is in accordance with local building, electrical code, and all FCC rules and regulation.
- 3.14 Provide reports on installation and activation of PSBN Devices on a monthly basis and accept adjustment of allocated devices if it has failed to implement the PSBN Devices as agreed upon in Section 3.10 of this MOU.

4. TERM OF MOU

- 4.1 The MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party as provided herein.
- 4.2 Either party shall have the option of terminating this MOU at any time for any reason upon giving the cancelled party notice in writing at least ninety (90) calendar days in advance of such termination. All PSBN Devices set forth in Exhibit A (PSBN Device Details Log) must be returned prior to conclusion of the 90 calendar day notice, or as otherwise determined by the Authority, in its sole discretion.

5. CONSIDERATION

This PSBN Devices contemplated in this MOU is granted on a gratis basis in furtherance of public safety goals, with the exception of those costs associated with said PSBN Devices as identified in Section 9 (Costs for PSBN Devices) of this MOU. Consideration for this MOU is parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein.

6. EQUIPMENT ADMINISTRATOR

6.1 Authority Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.2 Authority Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.3 Member/Agency Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.4 Member/Agency Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7. NOTICES

- 7.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 7.2 and addressed as follows:

Notices to Authority shall be addressed as follows, unless otherwise stipulated in the MOU exhibits:

LA-RICS Joint Powers Authority
Attn: Ms. Susy Orellana-Curtiss
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Susy.orellana-curtiss@la-rics.org

Notices to **Member/Agency** shall be addressed as follows:

[NAME OF **MEMBER/AGENCY**]
Fire or Police Agency
Attn:
Fire or Police Agency Address

- 7.2 Notice will be sufficiently given for all purposes as follows:

- a) Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
- b) First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c) Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- e) Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

f) Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

8. RETURN OF PSBN DEVICES

8.1 In accordance with conditions of this MOU and if required by the Authority, the **Member/Agency** shall return all PSBN Devices, associated accessories, and antennas, set forth in Exhibit A (Equipment Details Log) to the Authority Equipment Coordinator via personal delivery at the address indicated in Sections 6.1 and 6.2.

8.2 If **Member/Agency** does not return the PSBN Devices in good working condition, minus normal wear and tear, as set forth in Exhibit A (PSBN Device Details Log) within the time stipulated in this MOU, the Authority may require **Member/Agency** to provide replacement or reimbursement within (30) calendar days of failure to return such PSBN Devices or if the PSBN Device is returned in a poor or inoperative condition.

8.3 If **Member/Agency** fails to install PSBN Devices in accordance with Section 3.10 of this MOU, the Authority may, in its sole discretion, recover any uninstalled PSBN Devices in **Member's/Agency's** inventory.

9. COSTS FOR PSBN DEVICES

The Authority is assigning the PSBN Devices set forth in this MOU to **Member/Agency** on a gratis basis, however, the **Member/Agency** is responsible to pay for all costs related to putting the PSBN Devices into operation and use of the PSBN Devices, including but not limited to, provisioning for commercial carrier modems, commercial carrier roaming costs, management, installation, repairs, security, and any other costs relating to operation of PSBN Devices.

10. INDEMNITY

Member/Agency shall indemnify, defend, and hold harmless the Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness

fees), arising from or connected with the **Member's/Agency's** acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.

11. INDEPENDENT STATUS

This MOU is by and between **Member/Agency** and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between **Member/Agency** and Authority.

12. ASSIGNMENT

This MOU is personal to Authority and the **Member/Agency**, and, in the event the **Member/Agency** shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

13. DEFAULT

Member/Agency agrees that if default shall be made in any of the terms or conditions herein contained, Authority may forthwith revoke and terminate this MOU.

14. WAIVER

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

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

15. INTERPRETATION

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

17. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of the Authority and **Member/Agency**.

19. ENTIRE MOU

This MOU, Exhibits A, B, C, and D, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both **Member/Agency** and Authority.

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR
USE OF LA-RICS PSBN DEVICES**

IN WITNESS WHEREOF, Authority has executed this MOU or caused it to be duly executed, and **Member/Agency**, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written below.

MEMBER/AGENCY

City Manager/Authorized Agency Official

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Interim Executive Director, John Radeleff

Date

PSBN DEVICE DETAILS LOG

Device Type/Category	Serial Number	Cost per Unit	Assigned to	Address	Asset Number

**PSBN DEVICE MANUFACTURER REQUIREMENTS AND
RECOMMENDATIONS**

PREVENTATIVE MAINTENANCE INSPECTIONS

LOST, STOLEN OR DAMAGED PSBN DEVICES

In the event a PSBN Device provided under this MOU is lost, stolen or damaged, the **Member/Agency** Equipment Administrator shall provide the following:

1. Lost or stolen PSBN Devices shall be the responsibility of the Member/Agency.
2. Provide email notification or notification by way of the United States Postal Service (with delivery confirmation) to LA-RICS Equipment Administrator, as set forth in Section 6 of the MOU, on the day the PSBN Device is discovered lost, stolen or damaged;
3. File an Incident Report in accordance with **Member/Agency** policies and procedures, providing a copy of completed Report to the LA-RICS Equipment Administrator. The Report shall include;
 - o Type of device, i.e., portable radio, console, consolette, accessory, etc.;
 - o PSBN Device serial number as reflected on the PSBN Device asset tag/asset tag log for lost PSBN Device;
 - o Description of the circumstances surrounding the loss or damage including dates and times;
 - o Senior level management finding on the cause of the loss/damage and a determination of negligence involved; and
 - o Report number.
4. If PSBN Device replacement is required, the LA-RICS Equipment Administrator will make the determination whether replacement can and/or will be provided, and whether a cost will be assessed to **Member/Agency**.
5. Deactivate, or cause to be deactivated, the lost, stolen, or damaged equipment according to the Authority's processes to mitigate any risks to unauthorized access to the PSBN.

PSBN DEVICE DELIVERY RECEIPT

PSBN Device Type/Category	Serial Number	PSBN Device Condition

PSBN Device Delivered By: _____
Signature _____ Date _____

Print Name

PSBN Device Received By: _____
Signature _____ Date _____

Print Name



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

April 12, 2018

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH FALCON CABLEVISION, A CALIFORNIA LIMITED PARTNERSHIP, 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 Falcon Cablevision for a site for use in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that (a) approval of the SAA for the Agoura Hills (AGH) site listed in Enclosure 1 to allow for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site 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 Falcon Cablevision, A California Limited Partnership.

AGENDA ITEM K

BACKGROUND

As you may recall at your Board meeting of July 7, 2016, you provided Interim Executive Director John Radeleff delegated authority to finalize and execute substantially similar in form a Communications License Agreement with the Morrison Ranch Home Owners Association (HOA). It was later determined that the precedent fee owner of the land granted an exclusive easement to Falcon Cablevision, thus the (HOA) no longer retains rights to grant use to LA-RICS and instead it is Falcon Cablevision that will be the "Owner" for this SAA. As such, your Board will need to consider approval of this SAA with the correct Owner, Falcon Cablevision.

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 Falcon Cablevision follows below:

Site Owner	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Falcon Cablevision, A California Limited Partnership	1	Indefinite. Terminates upon 60 days written notice from LA-RICS or by Owner pursuant to default.	Gratis	Wireless Telecommunications Permit	Requires review from Agoura Hills 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

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at Site AGH 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 AGH 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 the severity of previously identified significant effects pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon 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

c: 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 _____, 2018,

BY AND BETWEEN

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

WHEREAS, Owner is the holder of an exclusive easement over certain real property described on Exhibit A attached hereto ("Real Property") which Real Property is owned by Morrison Ranch Estates Homeowners Association ("HOA"); and

WHEREAS, Owner desires to license the use of its easement over a portion of the Real Property to the LA-RICS Authority for the construction of a telecommunications pole ("Telecom Pole") and use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, LA-RICS desires to license the use of a portion of the Telecom Pole, as set forth on Exhibit D, to Owner for Owner's Tower Rights (as defined below); and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) subject to obtaining the prior written consent of Owner, which shall not be unreasonably withheld, any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LMR SITE**

1.01 In exchange for Owner's Tower Rights, 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").

1.02 LA-RICS AUTHORITY hereby agrees to remove the existing equipment shelter, pole, and vault, and to remove and replace the chain-link fence currently located on the Real Property as shown on Exhibit E, at its sole cost and expense.

1.03 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.

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

1.05 LA-RICS AUTHORITY hereby acknowledges the title of the Owner or its successors with respect to its interest in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.06 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon any portion of 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.

1.07 Owner shall have the exclusive right, in accordance with Section 25.06 below, to use nine (9) feet of the Telecom Pole located between 54'-5" and 63'-5" for itself

or to lease or license the use of such space to a third party ("Owner's Tower Rights"). Owner's use of such space shall be determined in the sole discretion of Owner.

2. PURPOSE AND USE

2.01 The 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 and to permit Owner to use the Telecom Pole in accordance with Section 25.06. 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 the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice; provided, however, LA-RICS shall not be permitted to disturb or interfere with any of Owner's equipment used or exercised by Owner in furtherance of Owner's Tower Rights without the prior written consent of Owner. Owner agrees that if it has not approved or denied LA-RICS' request to disturb or interfere with any of Owner's equipment within 10 business days, the request will be deemed approved. The LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement and shall not disturb or interfere with any of Owner's Tower Rights.

2.03 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 the extent commercially feasible, 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, and the design criteria requisite for Owner's installation are identified in Exhibit D. LA-RICS hereby represents and warrants that the Telecom Pole shall be constructed in accordance with the requirements set forth in Exhibit D. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the 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, if Owner does not respond or approve within 10 business days, such plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for each 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.

Should ministerial permits be required, Owner hereby agrees to cooperate, at no additional cost to Owner, with LA-RICS AUTHORITY's to obtain such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. 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 ("Commencement Date") and shall terminate upon 60 days'

prior written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

Subject to Section 22 and Section 25, upon LA-RICS AUTHORITY's dissolution, Owner acknowledges that the Telecom Pole and any other equipment necessary for the operation of the Telecom Pole shall automatically become the possession of LA-RICS AUTHORITY's successor-in-interest. If there is no successor-in-interest, then the Agreement shall terminate automatically and the Telecom Pole shall automatically become the possession of Owner subject to Owner meeting any applicable federal rules and grant conditions, if any, and LA-RICS AUTHORITY shall promptly execute any requisite documents to evidence Owner's ownership of the Telecom Pole and additional equipment.

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, including without limitation Owner's Tower Rights and LA-RICS AUTHORITY'S agreement not to disturb or interfere with Owner's Tower Rights.

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 the 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 the LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an adequate opportunity to review and approve, such plans and specifications.

7. INSTALLATION

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

7.02 LA-RICS AUTHORITY agrees that Owner may use and may grant the use of any portion of the Real Property except the LMR Site, 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. Notwithstanding the foregoing, Owner may use or may grant the use of the portion of the Telecom Pole subject to Owner's Tower Rights, with LA-RICS AUTHORITY'S prior written consent.

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

7.04 LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement without any warranty or representation by Owner. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LMR Site to accommodate Owner's Tower Rights, as well as 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, and Owner's Tower

Rights, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site, provided such work is done in compliance with all laws.

7.05 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 the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee, and shall be an amount equal to the actual costs of the As-Builts. 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 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 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner, as well as all Applicable Laws (as defined below).

In the event that Owner shall require additional improvements to be added the Telecom Pole beyond the criteria set forth in Exhibit D, Owner shall have the right, at its sole cost and expense, subject to LA-RICS AUTHORITY written approval, which shall not be unreasonably withheld, conditioned or delayed, to install or construct such additional improvements on or to modify the Telecom Pole to accommodate any additional equipment structural loading; provided, however, that such additional improvements shall not interfere with the LA-RICS Facility. Owner agrees: (i) to submit to the LA RICS

AUTHORITY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the LA-RICS AUTHORITY covering proposed alterations to the Telecom Pole by Owner, (ii) to discuss with LA RICS AUTHORITY the AUTHORITY'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 Owner to the Telecom Pole shall be performed in accordance with the plans provided to LA RICS AUTHORITY, as well as all Applicable Laws (as defined below).

9. **MAINTENANCE**

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

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the activities of LA-RICS AUTHORITY at the LMR Site or the Real Property or 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.

The parties hereby acknowledge that certain of the LMR Sites are managed and controlled by the County of Los Angeles Internal Services Department ("ISD"). ISD will incur operating expenses in association with operating and managing said LMR Sites. LA-RICS AUTHORITY shall be responsible for reimbursing ISD for LA-RICS AUTHORITY's pro-rata share of the operating expenses for those LMR Sites, which shall include only the following operating and maintenance expenses: emergency generator, tower light repair, pest control, weed abatement, permit fees and safety inspection. The foregoing operating expenses will be invoiced by ISD (and ISD shall provide concurrently documentation of the invoiced amounts and LA-RICS AUTHORITY's pro rata share) and paid by LA-RICS AUTHORITY within sixty (60) days of its receipt of such invoice.

Owner shall not incur any costs as a result of any ISD operating expenses, and LA-RICS shall indemnify Owner for any costs and expenses in connection with the ISD operating expenses.

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 (collectively, the "Applicable Laws").

LA-RICS AUTHORITY shall remove any debris at the LMR Site or Real Property to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, 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 may cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal, and LA-RICS AUTHORITY shall reimburse Owner within 60 business days after receipt of such invoice.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the gross negligence or willful misconduct 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 during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) 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;

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

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under this Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any of Owner's Tower Rights or the LA-RICS Facility or the LA-RICS system or equipment;

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

(c) LA-RICS AUTHORITY shall give 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

13.01 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 term and option period of this Agreement, the access which serves the LMR Site ("Access"). Notwithstanding the foregoing, the LA-RICS Authority, its member agencies, the LMR Vendor and other agents shall ensure complete access to the Real Property, for the Owner, Owner's employees or Owner's contractors, except Owner shall not access LA RICS AUTHORITY'S equipment shelter. Except in the case of an emergency subject to Section 14 herein, for access to the Telecom Pole, Owner must obtain LA RICS AUTHORITY prior consent, which shall not be unreasonably withheld, conditioned or delayed. 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.

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 Tower Rights or Owner's operation on the LMR Site or Real Property, 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, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use commercially reasonable 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**

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

15.02 Interference With Public Safety Systems. In the event of any interference with any Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, LA-RICS AUTHORITY shall, if possible, immediately remove the cause of the interference or remedy the situation, and the parties will meet promptly to cooperatively discuss and reach an agreement on how such interference will be resolved; provided, however, any such resolution shall be at no cost or expense to Owner unless such interference was caused by the gross negligence or willful misconduct of Owner or Owner's agents, contractors, invitees or licensees.

15.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of 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 AUTHORITY shall promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved; provided, however, any such resolution shall be at no cost or expense to Owner unless such interference was caused by the gross negligence or willful misconduct of Owner or Owner's agents, contractors, invitees or licensees. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

15.04 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.

15.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions

standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such Applicable Laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with others, 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 and 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, or arising from any activity on the LMR Site, except if caused by the gross negligence or willful misconduct of Owner and/or any assignee or subleasee approved by LA-RICS AUTHORITY pursuant to Section 25.06, 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 gross negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 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's Risk Manager, shall be delivered to the CEO, Real Estate Division and to Owner at its notice address below, 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 the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

(a) **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by 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:

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$2 million

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

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

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

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

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

(d) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. 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 \$2 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.

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

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

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

18.05 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.

18.06 Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Agreement, LA-RICS AUTHORITY and Owner each waives any claims arising out of or relating to this Agreement that it may have against the other to the extent such claims (a) are covered by any property insurance policy required to be carried under this Agreement, or (b) are covered by any other property insurance actually carried by such party. LA-RICS AUTHORITY and Owner shall each obtain from their respective insurers under all policies of property insurance maintained by either of them at any time during the Term hereof insuring or covering the LMR Site, the LMR Facility or Real Property, as applicable, a waiver of all rights of subrogation which the insurer of one party might otherwise have, if at all, against the other party.

19. FAILURE TO PROCURE INSURANCE

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

19.02 Use of the LMR Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended

during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest. Owner shall submit an invoice to LA-RICS AUTHORITY for any property taxes paid by Owner, and LA-RICS AUTHORITY shall reimburse Owner within 60 days of receipt of such invoice.

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

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

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

21. **NOTICES**

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:

Falcon Cablevision
c/o Charter Communications
6399 S. Fiddlers Green Circle, Suite 600
Greenwood Village, Colorado 80111
Attn: Charter Real Estate
File ID No.: E-35768

With a copy to:

Falcon Cablevision
c/o Charter Communications
6399 S. Fiddlers Green Circle, Suite 600
Greenwood Village, Colorado 80111
Attn: Kathy Carrington – SVP, Corporate Services
File ID No.: E-35768

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

22.01 Except as provided in Section 4, LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property, equipment and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property, equipment and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property, equipment 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, equipment and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of

personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

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

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

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS

AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

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

25.06 Owner shall have the right to use for itself or to lease or license the use of nine (9) feet of the Telecom Pole located between 52'-5" and 61'-5" to third party(ies). Owner shall submit any proposed usage by Owner or third party lease or license to the LA-RICS Authority for review and approval prior to making use of the LA-RICS Authority's telecommunications pole or entering into such lease or license; provided such approval shall not be unreasonably withheld, conditioned or delayed. In the event LA-RICS agrees that if it has not approved or denied Owner's proposed lease or license within 30 calendar days, such proposed lease or license will be deemed approved. The parties shall endeavor to find terms mutually agreeable to both Owner and LA-RICS for such lease or license. Such proposal shall specifically include: (a) a provision that the Owner's use or 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 the Owner's or 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. In accepting this agreement, LA-RICS stipulates that any FCC-compliant equipment, in licensed or unlicensed bands, operating within design standards and in compliance with service rules as published in Title 47 of the US Code of Federal Regulations, then in effect, to be non-interfering, unless shown by professionally conducted RF engineering study to be in violation. The parties agree that any revenues generated by Owner's use or 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.

26. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), this Agreement will terminate upon written notice to Owner by LA-RICS AUTHORITY 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.

27. **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 45 days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond 45 days as may be required if the nature of the cure is such that it reasonably requires more than 45 days and LA-RICS AUTHORITY has commenced to cure the default within the 45-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 45 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.

28. **WAIVER**

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

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

29. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

30. **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 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 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 the 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 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 gross negligence or willful misconduct.

31. **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.

32. **INDEPENDENT CONTRACTOR STATUS**

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

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

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California without reference to its conflict of laws principles. 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.

34. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

discrimination under this Agreement or under any project, program or activity supported by this Agreement.

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

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

35.04 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.

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

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the 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.

36. **NON EXCLUSIVITY**

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

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

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be

provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. **PUBLIC RECORDS ACT**

38.01 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.

38.02 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 proposed marked "trade secret," "confidential," or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

38.03 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.

39. **OTHER TERMS AND CONDITIONS**

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

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

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

39.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with 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 Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site, provided such restrictions do not interfere with Owner's Tower Rights or access rights set forth herein.

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

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

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

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

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

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

41.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense.

and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

42. **BANKRUPTCY**

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

43. **SUCCESSORS AND ASSIGNS**

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

44. **SEVERABILITY**

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

45. **INTERPRETATION**

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

46. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

A California Joint Powers Authority

By: _____

Print Name: _____

Its: _____

FALCON CABLEVISION,
A CALIFORNIA LIMITED
PARTNERSHIP

By: Charter Communications VII,
LLC,
its General Partner

By: Charter Communications,
Inc., its Manager

By: _____

Name:

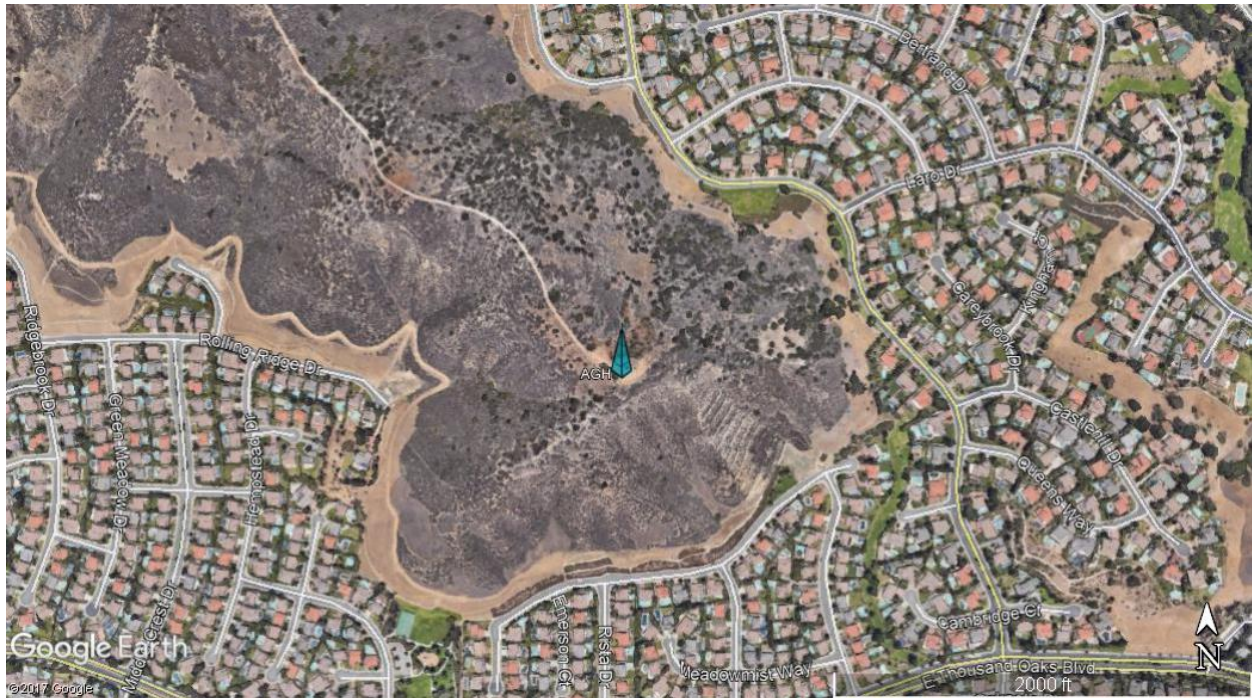
Title:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

EXHIBIT A



Agoura Hills (AGH) Telecommunications Site

That portion of Lot 43, Tract 33409 in the City of Agoura Hills, County of Los Angeles, State of California as per Map filed in Book 1010, Pages 74 through 79 inclusive of maps, recorded on October 27, 1982 in the Office of the County Recorder of said County.

EXHIBIT B

EQUIPMENT LIST

Agoura Hills (AGH) Telecommunications Site

New 70' Monopole (1)

New LMR 12'-8" x 24'-8" CMU Equipment Shelter (1)

New LMR Indoor RF Racks (9), DC Rack (1), Battery Racks (2)

New Generator (1)

New GPS antennas mounted to Shelter (6)

New LMR Antennas (10)

New LMR Microwave Dish (1)

New LMR Diesel Fuel Tank (1)

EXHIBIT C
SITE PLAN
[TO BE INCORPORATED BY REFERENCE]

DRAFT / CONFIDENTIAL

EXHIBIT D

DESIGN CRITERIA FOR OWNER'S INSTALLATION

In designing the tower, any plans put forth for approval shall incorporate the following assumed installed equipment to ensure wind loading and weight capacity for future Owner's equipment installation:

- Regardless of tower height, the nine (9) feet located between 52'-5" and 61'-5" of the structure shall be reserved for Owner's equipment.
- Three sectors of equipment, each sector to support up to:
 - Four (4) 96" by 15" antennas each weighing no more than 75 lbs. including associated brackets,
 - Four (4) Remote Radio Heads (RRHs) each with dimensions no larger than 36" x 24" by 8" and weighing up to 50 pounds each.
- Cabling to include up to 12 lines of 1 5/8" coaxial cable and associated attachment equipment.

EXHIBIT E

DEMOLITION PLAN

