



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, July 9, 2020 • 9:00 a.m.

#### **Teleconference Meeting\***

New Meeting Call-in Number for Board Members and Public:

Telephone Number: (213) 306-3065

Access Code: 146 573 4262

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

#### **AGENDA POSTED: July 2, 2020, (New Conference Number provided on July 7, 2020).**

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

*\*The procedures used for this Teleconference Meeting is permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.*

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#### **Members:**

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

#### **Alternates:**

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

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#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – ROLL CALL**

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

A. June 15, 2020 – Special Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

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

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Chairs Report – No Report

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

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Agenda Item F

G. Telecommunication Facility Construction and Installation Projects for PSBN Round 2 Change Order Budget Update – Jeanette Arismendez

Agenda Item G



- H. Equipment Purchased and Not Deployed in Public Safety Broadband Network Round 1 – Susy Orellana-Curtiss

Agenda Item H

- I. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Chris Odenthal and Ted Pao

Agenda Item I

- J. Update on Coastal Development Permit Process for Five Land Mobile Radio System Sites – Tanya Roth

Agenda Item J

- K. Outreach Update – Wendy Stallworth Tait and Lt. Sven Crongeyer

Agenda Item K

## VIII. ADMINISTRATIVE MATTERS (L-N)

- L. APPROVE THE FISCAL-YEAR 2020-21 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET**

It is recommended that your Board adopt the enclosed Amended Budget to reflect:

1. An increase of \$2,479,000 to the revenue and corresponding BTOP grant-funded expenditure line items reflecting the Broadband Technologies Opportunity Program No Cost Extension and Grant Amendment No. 30; and
2. An increase of \$2,323,000 to the revenue and corresponding Member Funded Joint Powers Authority Operations line items reflecting the LA-RICS AT&T Business Agreement Amendment No. 3.

Agenda Item L



**M. APPROVE AMENDMENT NO. 1 TO THE ENGINEERING DESIGN AND RELATED SERVICES AGREEMENT**

It is recommended that your Board approve Amendment No. 1 to the Engineering and Design Services Agreement with David Evans and Associates, Inc. (David Evans), in substantially similar form to the attached Enclosure, for additional engineering and design services and permitting fees as further described in this Board Letter, for a not-to-exceed amount of \$100,000 increasing the Contract Sum from \$2,600,400 to \$2,700,400.

Agenda Item M

**N. APPROVE SUBLICENSES, CONSENTS TO SUBLICENSES, AND SITE ACCESS AGREEMENTS WITH LOS ANGELES COUNTY AND AT&T-NEW CINGULAR WIRELESS**

It is recommended that your Board:

1. Find that approval and execution of the Sublicense/Consent to Sublicense agreements summarized in Enclosure 1 for three sites to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these three sites is within the scope of the activities previously authorized by your Board on October 3, 2019, for Site CRN2, on January 15, 2020 for Site LACFDEL2, and on January 24, 2019, for Site MVS2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.
2. Find that approval and execution of the SAAs authorized under the USDAFS Communications Use Leases with the LA-RICS Authority for the five USDAFS sites summarized in Enclosure 1 to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these five (5) sites is within the



scope of the activities previously authorized by your Board on January 24, 2019 for Sites PRG2, LPC2, WTR2, WMP2 and MML2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304 and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.

3. Approve and delegate authority to the Executive Director to negotiate and execute in substantially similar form, as summarized in Enclosure 1, the real estate documents for these eight (8) sites to be used as part of the NPSBN at the applicable sites, with approval as to form by County Counsel.
4. Authorize the Executive Director to negotiate and execute any other ancillary documentation or future amendments, approved as to form by County Counsel, which are necessary to effectuate these agreements and the activities permitted under these agreements.

Agenda Item N

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

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

**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, August 6 2020, at 9:00 a.m., via Teleconference Meeting.



## BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and 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) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

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

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

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



# **BOARD OF DIRECTORS SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Monday, June 15, 2020 • 9:00 a.m.

**Teleconference Special Meeting**

Meeting Call-in Number for Board Members and Public:

(562) 526-3800

Access Code: 990 229 574

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**Board Members Present:**

**Sachi Hamai**, CEO, County of Los Angeles  
**Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Joe Ortiz**, Chief of Police, City of South Pasadena Police 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:**

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

**Officers Present:**

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

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**Absent:**

**None**



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

**I. CALL TO ORDER**

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

**II. ANNOUNCE QUORUM – Roll Call**

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

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

**A. May 7, 2020 – Minutes**

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

There were none.

Board Member Cathy Chidester motioned first, seconded by Board Member Mark Alexander.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

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

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

Executive Director Scott Edson stated it has been just over five weeks since our last meeting and much has happened around the world, including right here in Los Angeles County. With COVID-19 delays, civil disorder interruptions, large peaceful crowds all effecting our program, and LA-RICS continues to progress and succeed.

As many of you know, one of the greatest benefits of the National Public Safety Broadband Network (NPSBN) are the priority and preemption services built into the network to ensure public safety always has a connection and always has available capacity for their daily and emergent needs. The greatest benefit to the Los Angeles





region is the public safety grade aspect of the network built in Round 1, and that AT&T FirstNet has absorbed, and the additional sites being built in Round 2, AT&T FirstNet will also absorb.

These sites are in the only area of the nation where the NPSBN is built to public safety grade, which really means the sites have “LMR like” structural integrity, network redundancy, and power redundancy. All that will greatly benefit the Los Angeles region during an earthquake, other natural disaster or major emergency.

Executive Director Edson stated over the last week or two, many have seen large crowds gathering in Downtown Los Angeles, and other cities here and across the nation, and everyone in attendance had a cell phone in hand and was using social media. There were numerous reports by the media of cell sites being overwhelmed and the media was unable to make phone calls or send pictures and video to their studios, with no complaints from users on the NPSBN since AT&T FirstNet service provides priority and preemption services to the public safety agencies who were in the area using the same cell site. A report from AT&T on cell site usage at these major rallies and for details on how the AT&T FirstNet network performed has been requested, and will share that information once received.

In regards to the Long Term Evolution (LTE) update, over the last three weeks we have recently gone from having permits stuck at County of Los Angeles Department of Public Works (DPW) to now twenty (20) sites under construction, with fourteen (14) sites scheduled to complete construction by June 30, 2020, and six (6) more sites scheduled to complete by July 7, 2020.

Executive Director Edson went on to state the federal grantor recognized the importance these sites have in the region and approved a no-cost extension allowing work to continue through July 7, 2020, giving an additional week to bring in an additional six (6) sites. To get the sites unstuck and under construction in time, was a herculean LA-RICS team effort, which you will hear about shortly from the Program Director. He will provide you greater detail of the work accomplished to date, under Discussion Item F. We continue to experience COVID-19 related delays; and those delays are reflected in the scheduled completion dates just shared with the Board.

Additionally, the Sheriff and Executive Director Edson reached out to the Los Angeles County Chief Executive Officer (CEO) to seek DC legislative support to help obtain more time for completion of the six (6) remaining sites, out of the twenty-six (26) planned, and are awaiting a response. In parallel, we continue to work closely with the grantor and AT&T to bring all twenty-six (26) sites into the NPSBN.

Executive Director Edson stated the team continues to work with National Telecommunications and Information Administration (NTIA), AT&T, and others, by



completing the twenty (20) sites, and will receive payment per your Board approved Business Agreement with AT&T, of \$3 million payable at delivery of the first thirteen (13) sites, and the final \$3 million payable at delivery of the final 13 sites. We are working with our partners at AT&T to ensure payment of all sites delivered, but more importantly, to ensure all 26 sites are completed and incorporated into the NPSBN, as it greatly benefits the region. Agenda Item L reflects funds carried over from the Initial Business Agreement payment, plus use of a portion of the \$3 million payable at assignment of the first 13 new sites, and showing we are fully funded for Fiscal-Year (FY) 2020-21.

Agenda Items O and P reflect accelerated activities, which were originally contemplated in the request for funding augmentation sent to NTIA in December of 2019, and approved by NTIA at the end of February of 2020. These amendments take into consideration certain acceleration activities required to complete work by the grant performance period end date and are approved by the grantor.

Executive Director Edson stated additionally, these accelerated activities did not take into account the COVID-19 delays we later experienced, and continue to experience, as they were not known at the time.

Finally, members of the team including a LASD Subject Matter Expert are traveling to Arizona this month to witness the testing of our new Cell On Light Truck (CoLT) and Cab Over Pickup Truck (CoPT) emergency response communications vehicles. Despite COVID-19 impacting satellite equipment delivery, the teams have pushed hard for completion of these mission-critical assets, and succeeded. Executive Director Edson congratulated various team members on their hard work and stated, these vehicles will be transferred to the LASD and become part of their county-wide, Mobile Communications Unit.

Executive Director Edson stated in regards to the LMR update, progress with much success continues. Project Manager Delfino will provide more details in his report as Agenda Item C.

As of today, twenty (25) sites have completed construction with eighteen (18) sites under construction, which is forty-three (43) sites of this fifty-eight (58) site system are either substantially completed or are under construction. The remaining fifteen (15) sites will start construction before the end of this calendar year.

There are forty-five (45) building permits in hand with the remaining 13 in progress. Within the remaining 13 are two (2) are United States Forest Service (USFS) sites pending Special Use Permits, and five (5) Coastal sites pending Conditional Use Permits (CUP). Upon construction completion, we will undergo final system testing in



2021, followed by system acceptance, and are currently scheduled to go live in March of 2022.

Executive Director Edson also stated LA-RICS is fully funded through this point, and upon going live, the plan is to transition to a membership subscription model that is still in development. Additionally, grant funding should be awarded to our system maintenance, as other agencies are asking and receiving that now. The team is still developing the membership subscription model with input and assistance from the Joint Operations and Technical, and Finance Committees. Executive Director Edson encourages the Board to ensure they have a designated member on each committee. The meetings are public and encourage anyone to attend. The final recommendation will come before you at a later date.

Discussion items are included in your agenda that address two items impacting, or with the potential to impact, the LMR schedule. One is Agenda Item G, Frequency Interference Issues in which will summarize some of the history including items brought to your Board historically for action, as well as, a path forward. Agenda Item I, has more details on the Coastal Sites.

For the Coastal sites, on May 5, 2020, an exemption notice was received for the Castro Peak (CPK) site and on May 6, 2020, an exemption notice was received for the Topanga Canyon (TOP) site. This was a long awaited milestone and Executive Director stated he would like to take this opportunity to thank the teams for their hard work on this, including Deputy Project Manager Tanya Roth, the Motorola (MSI) team led by their subcontractor James Lopez, as well as the Los Angeles County Department of Regional Planning (DRP) lead planner Kevin Finkel. Two (2) coastal sites down, five (5) more to go.

Executive Director Edson stated we are in close communications with DRP Director Amy Bodek, and she stated *"We are committed to doing what we can to keep the LA RICS projects on track, and understand the timelines you are facing. I am also familiar with the incredible value the LA RICS program is meant to deliver to all county agencies, as well as other jurisdictions."*

Executive Director Edson acknowledged Ms. Bodek and went on record thanking her very much for her support. A call is scheduled for this week with our team and the DRP team and will be sure to report back to your board on status. Agenda Item I will provide additional details on a path forward for the Coastal Sites.

Sites: TOP and CPK - are coastal exempted sites that should have had permits ready immediately following exemption notice, however we continue to work with MSI to incorporate authority comments, complete a full site design and obtain building permits for these two exempted sites.



As for DPK the team is assisting MSI with a special report and then need Coastal approval; BJM, TWR and LACF072, these sites are pending coastal approval.

In regards to LMR RPVT, this site was impacted by the change in direction of the County. CEO Real Estate Department (RED) fully negotiated an agreement targeted for the County Board agenda in September 2019. The County reached out to LA-RICS thereafter and informed the team the item needed to be removed from the board letter as it had been discovered Parks and Recreation had jurisdiction over this site. At that time the Authority was required to restart access discussions with County Parks. There were many twists and turns, however, after much pressure on our part we achieved a solution via Memoranda of Understanding (MOU), which was presented to your board earlier this year. An additional change at the request of the County, which will be addressed under Agenda Item M, is before you today.

We continue to work with MSI to get the following sites back on track, while in parallel, also working together to bring in any items on the schedule, for example, the coastal sites and the following sites:

- UNIV – MSI was to complete drawings and building permit;
- GRM – MSI was to complete drawings and building permit;
- MTL2 – MSI was to complete drawings and building permit;
- SPN – MSI was to complete drawings and building permit;
- ESR – MSI was to complete drawings and building permit by May,20 2020, and still need the Special Use Permit; and
- SPH – MSI is scheduled to complete drawings and building permit by August 20, 2020.

Together with MSI and Southern California Edison (SCE), we are still working on a power solution for BUR and the Special Use Permit.

Executive Director Edson thanked the Board Members for reaching out, expressing words of encouragement and offering support over the past few weeks. It is through continued partnership and with so many others, that we will achieve our goal of mission critical operable communications and county-wide interoperable communications, in this region. Success allows the team to better serve the public!

This concludes the Director's Report.

Board Member Mark Fronterotta acknowledged Executive Director Edson and the LA-RICS staff, and stated this is an extraordinary time for all of us with COVID-19 and the civil unrest that has occurred and commended the staff for working diligently



through these obstacles and keeping focus. Board Member Sachi Hamai stated she would like to abstain on receive and file of Agenda Item B.

There was no further discussion.

**C. Project Manager's Report – Justin Delfino**

Project Manager Justin Delfino presented Agenda Item C on the following topics:

**LTE Round 2 Highlights**

**Current Status:**

Project Manager Justin Delfino presented the current status and stated a No Cost extension was granted for (6) sites allowing completion of twenty (20) sites. The primary benefit of the extension to July 7, 2020, is that two (2) sites are located inside of operational SCE substations and will benefit from the additional work time. Several RFQ responses have been returned to the Authority resulting in change orders for acceleration of work which includes overtime and double time charges. In addition to acceleration the Authority has also asked contractors for deductive change orders to reduce some of the previously bid work at several project locations; and these value engineering changes should all be received by the next JPA board meeting. The Project Team and contractors are working hard to make the June 30, 2020, deadline. Contractors are making great progress on the sites several of which are 50% or better in completion. Project Manager Delfino recognize Mark Revis and Rosalyn Knowlton for their great work and efforts along with the contractors expediting equipment orders as well as putting forth the overtime efforts.

**ENVIRONMENTAL**

Environmental compliance monitoring has been completed during construction activity at all 20 sites.

**LABOR COMPLIANCE**

No labor compliance disputes, or open cases, and no accidents, or injuries reported to date.

Program Director Odenthal will provide additional and more specific details on LTE2 in general in a briefing to follow this report.



## **LMR Highlights**

### **CONSTRUCTION OVERVIEW**

Project Manager Delfino presented the construction overview and stated permits issued to date are 78% completed and the SAA process is 90% completed. Construction work on approximately 70% of sites have started and equipment ordering is 89% completed. Zero recordable injuries to date and 1,150 workers have been WEAP trained.

Channel 15 interference is being mitigated by the planned use of Channel 16 for the Catalina Cell as well as the West and North Desert. MSI and the Authority have agreed to reconfigure prime sites from base plans. The fire plan was successfully re-written to allow more work while not exposing the Forest to wildlife dangers including fire. System completion is expected in March 2022 as indicated in the May 12, 2020, integrated master schedule from MSI.

### **Impacts:**

Project Manager Delfino stated the impacts of COVID-19 have been felt on LMR as well, where delivery of certain LMR equipment such as generators and ATS's have been hampered. In addition, vandalism and theft of contractor equipment has been reported in this period. Positive news; vandals were arrested at DPW038 where the site has been victimized on three (3) previous occasions. RIH and RHT are impacted by birds' specifically a nesting crow and Gnat Catcher. However, in both cases some work was allowed to continue. At RHT the crow nest was not disturbed while shelter work continued at grade level. The fledglings are expected to leave by the third week in June. At RIH the Gnat Catcher will force the work to cease until September 1, 2020, however the crew will be allowed to install the tower foundation, since the excavations were open at the time of the bird sighting and leaving the excavations open presents a significant safety hazard.

### **USFS SITES**

Program Manager Delfino stated the focus this month will be on the design completion of ESR and BUR1, which are the only two (2) forest sites not yet under construction, but are planned for construction this fall. The team is remaining compliant with the USFS rules and ordinances during construction.

### **COASTAL SITES – Critical Path**

Project Manager Steve Page, Tom Molina, and Jim Hoyt have done a great job managing the Coastal process in addition to the names mentioned in the Executive Directors report. All five (5) submittal package have been submitted to the Los Angeles County Department of Regional Planning for review.





### **SAA's**

Project Manager Delfino stated there are six (6) outstanding SAAs for the following sites: USFS (BUR1, ESR), Coastal (TWR, BJM, DPK). Deputy Program Manager Tanya Roth will further address SAA's in great detail in a subsequent discussion item/report.

### **Current Focus:**

Project Manager Delfino stated the safety of build-out's is of paramount importance at this stage in the Program. MSI and its' contractors have struggled in some areas such as those pointed out in the Directors' Report with drawings, for example, but are improving on efforts spear headed by MSI Project Manager Jeff Pugay, and have gotten noticeably better particularly with compliance in the US forest. Phase 4b look-ahead schedules for Los Angeles County Internal Services Department (ISD) coordination are now being distributed to allow proper notification and coordination for field visits and work appointments. Such look-ahead documents will be crucial in planning efforts for the narrow-banding of Channel 16 as well. USFS site construction remains a focus since each site requires so much compliance and interdepartmental coordination. The GMT site hit a significant milestone when it completed the 3-mile power run, which is the longest utility run in the program. Site and Cell optimization work is underway as well as close-out of previously completed Phase 2 work.

This concludes the Project Manager's Report.

Board Member Fronterotta stated he has an elevated appreciation for safety at these sites because he recently had a tragedy at the Sofi Stadium construction site; which was on the news and is happy to hear no injuries or compliance issues and commends the team for their efforts.

There was no further discussion.

#### **D. Joint Operations and Technical Committee Chairs Report – Lieutenant Sven Crongeyer**

Lieutenant Sven Crongeyer presented Agenda Item D and stated ongoing planned meetings continue with MSI regarding narrow banding and fleet mapping efforts, which has been positive and moving forward and went on to state other items for discussion are the CoLT and CoPT status, which is what Executive Director Edson mentioned earlier and on track to be delivered as early as the end of this month. LASD will be receiving those vehicles' and ensuring that the LA-RICS members will have access.

This concludes the Chairs Report.

There was no further discussion.

**E. Finance Committee Chairs Report – John Geiger**

Finance Committee Chair John Geiger presented Agenda Item E and stated the Finance Committee met on May 21, 2020, and that meeting was held via teleconference and there were two (2) items on the Agenda, which are also before your Board in today's Agenda.

The first item that came before the Finance Committee was the Proposed Amended Budget for Fiscal-Year 2019-20, which has an increase of approximately \$1.7 million to reconcile payment on certain Broadband Phase 1 equipment. The committee unanimously approved and recommended to your Board as Agenda Item VIII - K.

The second item was the Proposed Operating Budget for Fiscal-year 2020-21, which was also unanimously approved by the committee and recommended to your Board as Agenda Item VIII -L. Finance Committee Chair Geiger noted the item the committee voted on is slightly different than the one that is before you this morning. The item before you this morning includes grant funds for Broadband Technology Opportunities Program (BTOP) activities, which will continue beyond the performance deadline of June 30, 2020, to July 7, 2020. These are the two action items.

Lastly, Finance Committee Chair Geiger stated there was a report on LMR financing and LA-RICS is currently in the process of closing out UASI 17 and spending UASI 18, which will merge UASI 19 into the UASI 18 spend. UASI 18; \$35 million and UASI 19; \$35 million as the final funds committed by the UASI Authority to build out of the LMR system.

This concludes the Chairs Report.

There was no further discussion.

Board Member Sachi Hamai stated on Reports B through E, and upon receive and file, she would like to abstain on receive and file of Agenda Item B. Board Member Mark Alexander motioned first to receive and file, and seconded by Board Member Hamai to receive and file Reports B through E, abstaining from receipt of Agenda Item B.

**VII. DISCUSSION ITEMS (F-J)****F. PSBN Round 2 Status Update – Chris Odenthal**

Program Director Chris Odenthal presented Agenda Item F and stated he will discuss what has transpired over the last four to five weeks as well as conversations with NTIA and what approvals/progress the team has made. As mentioned previously by Executive Director Edson, there is an upcoming trip to Arizona for the CoLTs.





Objective two of three that we had originally proposed. The coverage argumentation is objective one and the third one is focused on Interoperability. The two land owners we targeted specifically were the Judicial Courts of California (JCC) and Southern California Edison (SCE), these two took the longest to get through the permitting and permission process. The SCE sites are the six (6) that will be completed by July 7, 2020. Due to the delays associated with these sites, the team had an initial conversation with NTIA, requesting an extension into the grant performance period. That initial conversation was positive from the Federal Program Officer. As the building permit process was proceeding, it became clear that there were delays because the offices were closed due to COVID-19. Permits originally expected in March and April were only beginning to be received in mid-May. This two-month delay due to the closure pushed the site completions into July and NTIA put a hold because they needed a justification of those sites going into July and August.

Program Director Odenthal stated Executive Director Edson asked to provide a realistic number to your Board and the government on what we can accomplish and how the number jumped up to twenty (20). The team undertook a full schedule review and what scope items could be trimmed. The team matched up the sites based on which contractor was performing the work based on Information for Bids (IFB). LA-RICS had pre-qualified six (6) contractors in the pool that have come before your Board over the last five months. In some cases, the team moved to secondary bidders because the conversation with the winning contractor did not allow the site to be completed by June 30, 2020. The vetting of the award and decision to move forward was based on the length of time and cost to complete and consisted of a change order process, acceleration process, and or a change in scope reduction and was led by Justin Delfino and Mark Revis. LASD Star Center has a block wall and we were able to reduce it to a chain fence and saved \$25,000, but more importantly a week's worth of time. Each site went under a thorough review to reduce cost and save time. The initial examination of the sites eligible for completion by June 30, 2020 contained fourteen (14) sites. Each of the six (6) SCE sites required a further discussion with SCE with initial notification to them stating that we would not be able to complete any of them within the grant performance deadline. This conversation took place on June 1, 2020, and SCE realized they stood to lose \$4.4 million in revenue over the life of the agreement.

Program Director Odenthal went on to state as Executive Director Edson stated, an option of six (6) more sites to finish in the week of July 7, 2020, was sought and approved from NTIA. Once approved, the team immediately conducted all pre-construction and environmental walks over a three (3) day period to ensure construction starts would occur on schedule to complete. These processes with SCE were substantial and we were able to get permits from DPW and SCE with all SCE sites in construction by June 8, 2020, to meet the July 7, 2020, completion date.



Program Director Odenthal stated all work with the SCE team coincided with the efforts of Deputy Manager Tanya Roth and Eric Lim at DPW getting the permits done in the month of May and the SCE sites approved the first week of June. In addition, Chief Daryl Osby, one of your staff members Captain Frank Garrido spent a great deal of time ensuring that Los Angeles County Fire Department (LACoFD) had all the information to approve fire permits. Overall, these are the details on what has occurred in the last few weeks from a planning, execution, organization process.

Lastly, from a site progress perspective, the team has 20 sites that are in construction; CRN2, MVS2, Del Valle2, Whitaker Middle Peak2, Portal Ridge2, and Thomsen all have towers up and foundation is poured at Cougar which is in Covina, Irwindale Police Department (PD), Azusa Canyon, SCENOLA and SCEPLM are ready for tower stacking, with over half of the sites ready for installation of equipment and this all has occurred in the last two (2) weeks. Once the building permits came in the team was able to move forward in parallel with all the LMR activity going forward as well. As stated by Justin Delfino early in his report, the LA-RICS team has been working on building the USFS sites for about four (4) years with all but two of the 13 USFS sites under construction. From an LTE perspective this is where the team stands; what towers are up and which sites are going and how the team got there and happy to answer any questions the Board may have.

Board Member Mark Fronterotta stated he's reviewed information received updating the Board on activities to date and asked to confirm there will be 14 sites that will be completed by end of June. Program Director Odenthal clarified 14 will be constructed by June 30, 2020, with an additional 6 SCE sites that will be constructed by July 7, 2020. Initially, we were instructed to cancel work at those sites, with cancelation of equipment orders and stop work for entitlements. The federal grantor later approved the extension through July 7, 2020, which allowed the teams to re-engage work at the 6 SCE sites taking the site count to 20 total.

Board Member Fronterotta asked what is required to complete the 6 remaining sites to complete the 26 site program, do we need another extension from the grantor? Program Director Odenthal stated we would need additional time through the end of July to complete 4 additional sites and would require time beyond the grant appropriation period in order to complete the final 2 of the 26 sites (POLB1 and POM2). Board Member Fronterotta asked if we'd requested an extension to the grantor to complete the final sites as he doesn't want to lose any sites. Executive Director Edson responded yes we asked for an extension for those additional six (6) sites and were denied, so we have gone to the County CEO's Office to use their DC Lobbyist/legislative support and are awaiting an answer from the CEO's Office.

Board Member Hamai stated she is speaking on behalf of the CEO's office and recommended this be discussed in closed session as on face value simply going and

using County's lobbyist to ask for an extension / ask for additional roll-over funds is not easy, because we did this six (6) years ago and several Board Members were on the Board at that time and advocated for the extension of the BTOP funds. Board Member Hamai stated she does not disagree this system is important to the whole County as a region and thinks there are other underlying issues that need to be addressed because it is happening again, at the eleventh hour asking for an act of Congress for additional funds for this program.

Executive Director Edson stated the team believes we can finish four (4) more sites by July 31, 2020, as well as confirm to grantor we will be closing out sites as they complete and not waiting until the end of July to submit all 24. And that is why we would just like to have a discussion with the DC Lobbyist to explore what options are available by way of an administrative extension or an appropriation extension and thus would appreciate having the conversation with the lobbyist to explore whether that could be helpful. Board Member Hamai stated the Executive Director has had conversations with the DC folks often and said he is aware how difficult it is to make this request to ask for an extension / rollover of funds. Executive Director Edson stated the first step is a request to have a discussion with DC Lobbyist and he understood Board Member Hamai concern asking for this request at the eleventh hour with certain things impacting the project being out of our control, as it was in 2015.

Board Member Mark Alexander stated based on the chart included in the report for the Pomona 2 site this site will finish by July 31, 2020, and you indicated in your request that you do not think we will make that date and asked for a projection date. Program Director Odenthal stated with every day that passes where we are not allowed to proceed with work at a site the completion date is impacted, and that is why we do not believe it will finish by July 31, 2020, because we have not been authorized to complete the entitlements since the date your agenda was posted. The site would certainly be partially complete by that date but the start date is what determines how much scope would be completed and at this point if we received authorization to proceed we could complete by August 10, 2020.

There was no further discussion.

#### **G. Frequency Interference Issues – Chris Odenthal and Ted Pao**

Program Director Chris Odenthal and Technical Lead Engineer Ted Pao presented Agenda Item G, Ted Pao stated will be reporting on interference issues and how they are affecting the LMR project. LA-RICS LMR is utilizing Channels 14, 15, and 16 to build the LMR voice system and the narrow band data network. The narrowband data network is different from LTE1 and LTE2.



Ted Pao stated the history of Channels 14 and 16 in Los Angeles where many public safety agencies have been utilizing the two channels and Channel 20 in this region. In 2008, FCC granted the County of Los Angeles licenses to utilize Channel 15 for building out a voice interoperable system for all public safety agencies in this region. Just for Board's information, we have been using Channel 15 for our early deployment system since 2015. The original migration plan is to use Channel 15 to transition users from their current system to the LA-RICS DTVRS system. When the transition is completed, our ACVRS and NMDN sub-system can operate on Channels 14 and 16. So, having Channel 15 gives a great deal of freedom on the transition. In the Summer of 2018, we discovered there was an interference issue and tracked down the main source, which is a TV station in Tijuana, Mexico.

Los Angeles County is the license holder of the Channel 15 spectrum so it is handling the resolution of this interference with Mexico through the FCC. Because of this interference issue, LA-RICS held off on deployment of Channel 15 equipment as the interference is impacting about 30% to 40% of our sites, which are located in the southern, western, and Catalina Island areas. In April 2019, the team also discovered interference at one of our sites Tejon Peak in the northwestern corner of the County from a TV station in Bakersfield on Channel 15 and another TV station from Fresno on Channel 16. In July 2019, interference on the LASD and Fire system on Channel 16 is causing operational issues for the users. That interference was traced to a TV station in San Diego. There is a solution with the TV station in San Diego but has yet to be implemented due to COVID-19 impact. The team has completed a new frequency plan to mitigate the interference issues on Channel 15. These are tough technical issues that the team has to work on to mitigate. MSI needs the County to resolve the interference issue by October 30, 2020, in order not to impact its implementation schedule.

Program Director Chris Odenthal added the team had to go deeper than planned into the Los Angeles frequency pool. The real challenge was what frequency Channels will the team have to touch because of the Channel 15 interference. The intent was also for the LASD system design to use Channels 14 and 16 to deploy elsewhere across the narrow band mobile network as well as the network at LA-RICS.

Alternate Chair Mark Glatt asked Ted Pao to clarify the resolution on Channel 16 you spoke of was strictly for the Channel 16 interference issue. Ted Pao stated yes San Diego and Fresno are on Channel 16 so they can be resolve through FCC. But, as far as a resolution for Channel 15 in Tijuana, FCC has very limited ability to resolve this because Channel 15 was part of the TV Repacking deal that involves an international treaty between United States and Mexico. Alternate Chair Mark Glatt asked to clarify how Channel 16 will mitigate Channel 15's interference. Ted Pao stated yes, once we fix the issue with Channel 16 with San Diego and Fresno, it will allow us to deploy our



equipment with Channel 16 frequencies at our southern, western, and Catalina sites that are impacted by Channel 15 from Mexico.

There was no further discussion.

**H. Equipment Purchased and Not Deployed in Public Safety Broadband Network Round 1 – Susy Orellana-Curtiss**

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item H and stated a summary of equipment purchased out of PSBN Round 1 and that was intended and planned for use in PSBN Round 2. Given the latest update provided under the Round 2 plan the purpose of this item is to provide your Board with history, summary, and a look ahead on use of PSBN Round 1 equipment under the existing 20-site deployment while we continue to work with our partners to complete all 26 sites. As some Members of the Board may recall back in March 2015, while in the midst of building PSBN Round 1 deployment, the Los Angeles County Board of Supervisors (BOS) took action to remove seventy-five (75) sites from PSBN planned deployment. Many of those sites had started construction with equipment deployed and had to be decommissioned with your Board considering action taken to further remediate some of those sites. On April 1, 2015, as a result of the County Board action the City of Los Angeles also took action to also remove sites from PSBN plan deployment, an additional twenty-five (25) sites, resulting in a total of one hundred (100) sites removed from Round 1.

Immediately following the County and City's action, the Federal grantor suspended the BTOP grant on April 3, 2015, which resulted in suspension of all grant-funded activity even at sites that were not impacted by County and City action. The grantor required a plan of what could be done with equipment while considering cost incurred at sites that needed to be removed before they would allow us to move forward. On April 13, 2015, the team provided a Corrective Action Plan to the federal grantor, which identified a system contemplating reduction of sites while in parallel showing how we were able to mitigate loss of coverage due to the reduction of sites. On May 1, 2015, the grantor lifted the suspension and allowed us to move forward with the 76 sites deployment. With the lifting of the suspension on May 1, 2015, that effectively gave us two months to complete that program and also reduced our reward from \$154 million to \$117 million.

Administrative Deputy Susy Orellana-Curtiss stated as Board Member Hamai mentioned on September 29, 2015, one day short of the fund appropriation sunset date the County was able to obtain via legislative support, an appropriation extension achieved via an act of Congress; which extended the program completion date to September 30, 2020. Despite the fact the team presented a Project Implementation Plan to the federal grantor on how it proposed to build out additional sites under PSBN Round 2, identifying use for some of that undeployed equipment purchased for Round





1, the grantor required FirstNet award its contract to the builder that was going to build the national PSBN, the grantor communicated to LA-RICS to hold off on implementation of the Coverage Augmentation Objective until we knew what direction FirstNet was going to take and who the contract would be awarded to and how the NPSBN solution would be achieved.

In March 2017, FirstNet announced the award went to AT&T who later identified use of existing AT&T network sites as part of the NPSBN solution. The team worked aggressively with AT&T to ensure PSBN Round 1 sites would be incorporated into their National solution which was very important again because our sites were built to public safety grade and further complicated because the Plan that had been shared with the grantor at the time considered augmentation of coverage to our existing PSBN Round 1 deployment and had not considered AT&T existing commercial sites in the design plan. Therefore, the team had to go back to the drawing board together with AT&T as a partner and come up with a new implementation plan to roll into the NPSBN solution.

One other gating factor holding up our ability to proceed with the coverage augmentation solution (PSBN Round 2) was the Governor's decision to opt-in or opt-out of the NPSBN. On December 29, 2017, the Governor announced the state would opt-in. These were additional delays following selection of the NPSBN vendor and Governor decision in waiting for NTIA to review the revised proposal we'd prepared taking AT&T into consideration. Your Board was supportive in sending letters to the federal grantor urging them to provide their approval on the Coverage Augmentation objective and it wasn't until late, October 2018, the grantor approved and allowed us to move forward and build out these sites.

Once those approvals were received, we were able to move forward with site design, geotechnical investigations and other activities that were not allowed until late October of 2018. At that time, we moved on to a new problem which required us to work aggressively with AT&T to identify equipment that had been procured and received for PSBN Round 1 sites in 2015 as some of this equipment was outdated and did not provide the functionality with AT&T's existing sites and equipment. Utilizing Round 1 equipment became a problem because that equipment was ordered for specific sites that did not contemplate AT&T's network. The equipment was purchased for sites identified within the Los Angeles County region and now was forming part of a national solution. After negotiations with AT&T we developed a use of \$3.3 million of PSBN Round 1 equipment, for use in what we call PSBN Round 2.

This item is to update your Board that now with the twenty (20) sites approved by the grantor to move forward there is approximately \$2.6 million of equipment that will be utilized, which leaves approximately \$700,000 worth of equipment tied to the six (6) sites that we are aggressively working with the federal grantor NTIA and our partners

at AT&T to ensure the equipment fulfills its purpose and use and forms part of the National deployment.

This item is before your Board to answer any questions you may have. There was no further discussion.

**I. Coastal sites, Issues and Progress to date – Tanya Roth**

Deputy Program Manager Tanya Roth presented Agenda Item I and stated the purpose of this item was to provide an update on the seven (7) LMR sites under the purview of the California Coastal Commission. She explained that the Department of Regional Planning (DRP) administers the local coastal programs for these sites, and that the seven (7) fall under two (2) Local Implementation Plans (LIPs), the Santa Monica Mountains LIP and the Santa Catalina Island LIP. She elaborated on how the team has worked with DRP to finalize submittal packages for all seven (7) sites over the last nine months and how the designated DRP Point of Contact, Kevin Finkel, has been an instrumental person who understands the importance of LA-RICS and in turn has been able to provide clear direction on the path forward. Following a Kick-Off meeting with Kevin and staff to discuss in detail each of these seven (7) sites in August 2019, DRP transmitted a customized checklist for LA-RICS submittals. Additional in-person meetings took place to address design adjustments and clarifications, so that each submittal would (a) meet code parameter and (b) sufficiently justify design via a very thorough technical analysis of the placement of antennas and microwaves on each tower.

Deputy Program Manager Tanya Roth reviewed the location of the (4) sites belonging to the Santa Monica Mountains LIP and confirmed that Topanga Peak and Castro Peak secured exemptions in early May with the remaining (2) in this LIP, Saddle Peak and Fire Station 072, being scheduled for ERB Committee Review on July 20, 2020, as committed to by DRP Director Amy Bodek. Deputy Program Manager Tanya Roth then reviewed the location of the (3) sites belonging to the Santa Catalina LIP and stated that corrections to submittal packages are nearly complete, pending final items from MSI. Provided corrections are submitted in short order, the Catalina sites are on track for SEATAC review on August 3, 2020; an environmental Advisory Committee for the Island equivalent to ERB for the Santa Monica Mountains sites.

Following ERB and SEATAC, the next step is a 30-day review period by County departments, and depending on the comments received and time for responses to be submitted, it was explained that this step can take up to 120-days or longer. Per Director Bodek, the County departments have waived their right to review prior to public hearing, and as a result the five (5) sites will proceed directly to Regional Planning Commission Hearing, which will be followed by a 14-day appeal period to DRP and a



10-day appeal period to the California Coastal Commission. If no appeals are filed, all (5) sites are scheduled for CDP issuance in mid-October 2020.

There was no further discussion.

**J. Outreach Update – Wendy Stallworth Tait and Lt. Sven Crongeyer**

Executive Assistant Wendy Stallworth-Tait and Lt. Sven Crongeyer presented Agenda Item J

Executive Assistant Stallworth-Tait stated before you today as Agenda Item J is the Outreach Summary for the month of May highlighting with a few of the activities and passing the torch to Lt. Crongeyer as he will provide specific details on agency outreach:

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

Executive Assistant Stallworth-Tait went on to state Executive Director Edson and Program Director Chris Odenthal attended the Glendale City Council Meeting via Teleconference and provided a presentation on the proposed LTE2 site at Scholl Canyon. The following week at the request of Glendale City Officials, an Informational Meeting via Teleconference was held for residents near the site from Glendale, Pasadena and Glen Oaks and Administrative Deputy Susy Orellana-Curtiss and Deputy Program Manager Tanya Roth attended the Montebello City Council meeting in support of their approval of the LTE2 Montebello Police Department site.

Lastly, members of the LA-RICS Outreach Team conducted door to door outreach to residents within 500 feet of LTE2 sites SCEDUN, located in Whittier and SCMER2, located in West Covina.

Lt. Sven Crongeyer stated good news California State Los Angeles has signed the MOU with LA-RICS and will move forward shortly to program their radios. California State Northridge has also finalized the MOU and just wait for signature; once signature is complete programming their radios will take place. San Gabriel Police Department stated they will be purchasing their own radios, which will allow them to be interoperable with LA-RICS, in August once they receive their radios LA-RICS will be meeting with them again to discuss coming on board with LA-RICS.

There was no further discussion.





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

### **K. APPROVE THE FISCAL-YEAR 2019-20 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (LA-RICS) OPERATING BUDGET**

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item K and recommended the Board, adopt the amended Budget for FY 19-20 Budget and stated as Finance Chair John Geiger mentioned in his report this item went to the Finance Committee on May 21, 2020, and contemplated the movement of \$1.7 million to revenue source for the payment of LTE equipment, which was purchased under Round 1 and not deployed. Administrative Deputy Orellana-Curtiss mentioned under Agenda Item H out of the total approximately \$9.2 million un-deployed equipment under Round 1, \$3.3 million was identified for use under Round 2; payable by the BTOP grant and with an additional \$1.7 million added to the previously approved \$4.2 million, which was in the adopted budget and brings us to a \$5.9 million total on un-deployed equipment.

Administrative Deputy Orellana-Curtiss went on to recommend the Board adopt the Enclosed Amended Budget to reflect an increase of \$1,744,000 to the revenue and corresponding Public Safety Broadband Network (PSBN) Equipment Payment line item.

Finance Chair Geiger asked for clarification on \$700,000 of undeployed equipment mentioned in Agenda Item H and the \$1,744,000 being added to the revenue source under this item, are we speaking of two separate issues. Administrative Deputy Susy Orellana-Curtiss stated yes the \$700,000 mentioned in Agenda Item H, is part of the \$3.3 million which was purchased under PSBN Round 1 and approved by the federal grantor to be utilized as part of the twenty-six (26) site deployment in Round 2. LA-RICS continues to work with the grantor as well as AT&T to ensure the \$700,000, in equipment is tied to the six (6) remaining sites, which are part of the twenty-six (26) total be utilized for its intended purpose and payable under the BTOP grant. This \$1.7 million is for equipment that was not identified for use in Round 2 sites.

Alternate Board Member Geiger asked if that carryover of \$700,000 part of the discussions with the floating performance date or is that carryover contemplated under the current extension through July 7, 2020. Administrative Deputy Susy Orellana-Curtiss stated the carry-over is tied to the floating extension dates, not contemplated in the twenty (20) sites allowed to complete through July 7, 2020.

Board Member Mark Alexander motioned first, seconded by Board Member Mark Fronterotta.



Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**L. APPROVE THE FISCAL-YEAR 2020-21 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET**

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item L and recommended the Board adopt the Enclosed Fiscal-Year 2020-21 Proposed Operating Budget of \$67,073,000 to be utilized for the continued operation of the Authority. Administrative Deputy Orellana-Curtiss clarified Finance Committee unanimously recommended adoption of Budget at their meeting of May 21, 2020, however at that time the BTOP funded activities reflected completion on June 30, 2020. With the no-cost extension approved by the Grantor on June 9, 2020 this budget contemplates \$3 million in BTOP-funded activities supporting construction of the six (6) additional SCE sites through July 7, 2020. The budget before your Board also contemplates \$60 million in UASI-funded activities to build out the Land Mobile Radio system. The Budget additionally contains Member Funded Contributions inclusive of Member Funded JPA Operations totaling \$1.3 million, LMR Administrative Cost totaling \$908,000, LTE Administrative Cost totaling \$908,000. The budget includes the balance remaining of AT&T Business Agreement Services fund to complete router replacement work.

Administrative Deputy Orellana-Curtiss asked if the Board had any questions.

Board Member Mark Fronterotta motioned first, seconded by Board Member Chris Nunley.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**M. AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION FOR A LAND MOBILE RADIO SYSTEM SITE**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item M and recommended the Board find the approval and execution of Amendment No. 1 to the MOU for the RPVT site with the Los Angeles County Department of Parks and Recreation are within the scope of activities previously authorized on July 11, 2019,



which your Board found categorically exempt from CEQA remains unchanged and delegate authority to the Executive Director to execute Amendment No. 1, in substantially similar form to the enclosed amendment, which revises the MOU to reflect the following increase cost to be paid to DPR for Survey and Right of Way work for a cost increase of \$7,800 bringing the Not to Exceed Sum by \$7,800 from \$25,000 to \$32,800.

Executive Assistant Stallworth-Tait went on to state at your May 7, 2020, Board meeting, your Board approved an MOU with Parks and Recreation which authorized the Executive Director to execute the MOU on substantially similar terms and conditions as previously approved by your Board for the RPVT LMR installation. This action followed the delegated authority given by your Board in August 2019 to the Executive Director to negotiate with the County of Los Angeles Real Estate Division for the RPVT site. After finalizing terms of the site with the County's Real Estate Division, it was subsequently established by the County of Los Angeles that County Parks and Recreation was the owner of this site and an agreement between LA-RICS Authority and Parks and Recreation was required. After months of negotiation with Parks and Recreation an agreement was reached to transfer the parcel for site RPVT to the Authority by utilizing an MOU agreement, and now we are returning to your Board with additional changes to the previously confirmed cost associated with the Survey and Right of Way work. These delays have also caused additional impediments associated with obtaining a building permit from the Los Angeles County Public Works Department.

Board Member Chris Donovan motioned first, seconded by Board Member Mark Alexander.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**N. APPROVE AMENDMENT NO. 47 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Contracts Manager Jeanette Arismendez presented Agenda Item N and recommended the Board take the following actions to make the following findings with respect to the reconciliation of certain LMR System equipment and LMR Change Order Modifications:

Find that (a) approval of Amendment No. 47 to contemplate certain LMR Change Order Modifications at two (2) LMR System sites Rio Hondo (RIH) and Loop Canyon (LPC) related to soil removal at these sites, is within the scope of the Final Environmental



Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.

Find that (a) approval of Amendment No. 47 to contemplate certain Change Order Modifications at three (3) LMR System sites, Oat Mountain Nike (ONK) related to the addition of prime site, Baldwin Hills County (BHS) related to soil removal at this site, and Mount Disappointment (MDI) related to soil sampling, are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these three (3) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, on November 13, 2014 (ONK), on February 5, 2015 (MDI) and on December 12, 2016 (BHS), the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Sites ONK, BHS, and MDI, if needed to provide network connectivity to the LMR System, are categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

Approve Amendment No. 47 to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reconcile certain LMR System equipment and incorporate certain LMR Change Order Modifications as described in the Board Letter for a net cost decrease in the amount of \$2,496,129.

Authorize a decrease to the Maximum Contract Sum in the amount \$2,496,129 from \$290,634,053 to \$288,137,924.

Delegate authority to the Executive Director to execute Amendment No. 47, in substantially similar form, to the Amendment enclosed with the Board Letter package.

Board Member Chris Donovan motioned first, seconded by Board Member Mark Alexander.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**



**O. APPROVE AN INCREASE TO THE CHANGE ORDER BUDGET FOR THE TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLTION PROJECTS FOR PSBN ROUND 2**

Contracts Manager Jeanette Arismendez presented Agenda Item O and recommended the Board to make the following findings:

Find the work and cost contemplated in the recommended action at two (2) sites, Claremont Police Department (CLRMPD1) and Cougar Park (COUG), are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, and December 5, 2019, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

Find the work and cost contemplated in the recommended action at six (6) sites, Azusa Canyon (AZUCYN), Inglewood Police Department (IGPD), Irwindale Police Department (IRWDPD), Monte Vista Star Center 2 (MVS2), Thomsen Communication Site (THOMSEN), and UCLA Factor Building 2 (UCLA2), are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, and August 1, 2019, under CEQA pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

Find the work and cost contemplated in the recommended action at six (6) sites, the Southern California Edison Gallatin (SCEDUN), (SCEGAL), (SCEMERC2), (SCENOLA), (SCEPLM), (SCESTUD2) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 and October 3, 2019, respectively, under CEQA pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

Find the work and cost contemplated in the recommended action at two (2) sites, PSBN2 sites Cerro Negro 2 (CRN2) and Los Angeles County Fire Department Del Valle 2 (LACFDEL2), are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, October 3, 2019, and January 15, 2020 under CEQA pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in the Board Letter and as noted in the record



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

Increase the Change Order budget for sixteen (16) LA-RICS Telecommunication Facility Construction and Installation sites for a total aggregate not-to-exceed amount of \$602,636 and delegate authority to the Executive Director to execute Change Orders, as may be necessary, provided they are approved as to form by Counsel to the Authority. The Executive Director will report back to your Board regarding what Change Orders, if any, were approved and executed by the Executive Director.

Alternate Board Member David Povero motioned first, seconded by Board Member Joe Ortiz.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**P. APPROVE AMENDMENT NO. 44 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATION SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

Contracts Manager Jeanette Arismendez presented Agenda Item P and recommended the Board to make the following findings:

Find that approval of Amendment No. 44 to perform accelerated construction work at the four (4) PSBN sites of Loop Canyon 2 (LPC2), Portal Ridge 2 (PRG2), Whitaker Middle Peak 2 (WMP2), and Whitaker Ridge 2 (WTR2), is within the scope of the design, construction, implementation, operation and maintenance activities for the PSBN System previously authorized at these sites, which your Board found on January 24, 2019 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.

Approve Amendment No. 44 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola) to reflect the following:

Remove one PSBN (1) site, Magic Mountain Link (MML2), from the scope of Phase 2 (Site Construction and Site Modification), Phase 4 (PSBN Implementation), and associated Change Orders for a cost decrease in the amount of \$278,971.

Include Change Orders for four (4) PSBN sites (Loop Canyon 2 [LPC2], Portal Ridge 2 [PRG2], Whitaker Middle Peak 2 [WMP2], and Whitaker Ridge 2 [WTR2]) to





contemplate accelerated work for completion by June 30, 2020, which result in cost increase in the amount of \$131,655.

Authorize a net decrease to the Maximum Contract Sum in the amount of \$147,316 from \$138,329,906 to \$138,182,590, when taking the recommended actions into consideration.

Delegate authority to the Executive Director to execute Amendment No. 44, in substantially similar form, to the enclosed Amendment (Enclosure).

Board Member Mark Alexander motioned first, seconded by Board Member Chris Donovan.

Ayes 10: Alexander, Chidester, Donovan, Fronterotta, Glatt, Hamai, Nunley, Ortiz, Osby, and Povero.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

Alternate Chair Mark Glatt announced the next item on the Agenda is Closed Session and County Counsel Truc Moore convened closed session at 10:56 a.m. on a separate line.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957(b)(1))  
Title: Executive Director

At 11:52 a.m., County Counsel Truc Moore announced the Board had returned to open session. Roll call was conducted of the Board and County Counsel Truc Moore stated the Brown Act does not require a report.

**XII. ADJOURNMENT AND NEXT MEETING:**

The Board meeting adjourned at 11:56 a.m., and the next meeting will be held on Thursday, July 9, 2020, at 9:00 a.m., via Teleconference.

## **Executive Summary**

**July 9, 2020**

### **LTE Update**

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center for the remaining 15 sites.
- PSBN Round 2 has made terrific strides in the past month despite impacts from COVID-19 pandemic, civil unrest and a directive to classify all work that cannot be completed by June 30, 2020 and cancel the work plans. In the same period progress reporting and open communications with NTIA have yielded formal Authorization to re-engage on the work that was previously halted. The NOAA approved extending construction through July 7, 2020, and all 20 sites should complete construction and start punch walks on or before July 7, 2020. Any construction after that date is at our expense. The remaining six (6) are now scheduled to complete certain grant-funded activities prior to the grant performance period end date and complete construction after the execution of the FirstNet/ AT&T Business Agreement Amendment No. 3 with LA-RICS. There have been no recordable injuries, nor labor compliance violations on the build out of the first twenty (20) sites. LA-RICS and its contractors are poised to bolster FirstNet/AT&T coverage in the region with the delivery of twenty-six (26) public safety grade LTE sites in 2020.

### **LMR Update**

- Building Permit(s) Received – 44 Sites to date. There are fourteen (14) building permits remaining. Total site count remains at fifty-eight (58) sites. There are no new building permits to report in this period, however LACF072 has been submitted to plan check and the remaining four (4) sites requiring California Coastal Commission approval are also planned for submission to plan check in July 2020. The Teams are also working to get CPK, TOP, MTL2, GRM, and UNIV into plan check in July 2020. The Team has resolved to eliminate PV power source at BUR1, therefore it and ESR will be the final two (2) sites from the USFS to submit for plan check by the end of July 2020.
- All Phase 2 work will be completed in 2021. All Phase 4 work will be completed by March 28, 2022, according to Integrated Master Schedule dated May 12, 2020, however in June MSI has indicated that they may or may not need to extend the schedule to complete several months beyond March of 2022. The June 16, 2020 Integrated Master Schedule (IMS) was rejected due to numerous errors and lacking updates that lent to the request for extension. The MSI and LA-RICS Team will continue to work on assuring correct logic ties are in place and all forecasted dates are accurate throughout the month of July, which will result in a new forecasted finish that is expected to return to the March 2022 timeframe.



- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

1. APC – Junction of I-105 and I-405
2. BMT – Angeles, overlooking CA-138 and I-5
3. CCB – Compton
4. CCT – Downtown
5. CLM – Claremont
6. FCCF – 1320 Eastern Ave
7. HPK – Northern Angeles,
8. LAN – Lancaster Sherriff Station
9. LDWP243 – Junction of I-5 and CA-14
10. LASDTEM – Temple City
11. LA-RICS HQ, - Monterey Park
12. MLM – Mira Loma Detention Center
13. MMC – Palmdale – Sierra Pelona Mountain Way
14. MVS – Whittier
15. ONK – Oat Nike
16. PHN – Puente Hills
17. PLM – Palmdale
18. SDW – San Dimas Water Tank
19. TPK – Gorman
20. VPK – Verdugo Peak – Glendale
21. SGH – Signal Hill
22. MIR – Mirador
23. BKK - West Covina
24. OAT – Nike
25. AGH – Agoura Hills
26. INDWT – Industry Water Tank
27. BHS – Baldwin Hills
28. RIH – Rio Hondo
29. CRN – Cerro Negro
30. POM – Pomona Courthouse
31. DPW038 – Water Works Substation 038
32. UCLA
33. Del Valle Training Center
34. RHT – Rolling Hills Transmit
35. GMT – Grass Mountain
36. JPK2 – Johnstone Peak 2
37. PRG – Portal Ridge
38. WMP – Whitaker Middle Peak
39. WTR – Whitaker Ridge
40. LPC – Loop Canyon
41. MML – Magic Mountain Link
42. PMT – Pine Mountain
43. MDI – Mount Disappointment
44. FRP – Frost Peak

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$32,473,444	\$-	\$2,526,586	5/31/21
UASI 19	\$35,000,000	\$8,520,932	\$-	\$26,479,068	5/31/22
BTOP	\$154,365,165	\$152,944,166.20	\$133,963,001	\$ 1,420,999*	9/30/20

\*\$0 Balance remaining to NTP on activities approved through Special Award Condition Amendment No. 30.

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

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

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

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

### *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

### *Authority:*

Los Angeles Regional Interoperable  
Communications System

### *Management:*

LA-RICS Project Team

### *Consultant:*

Jacobs Program Management Company

### *Communications Vendor:*

LMR - Motorola Solutions, Inc.  
LTE - Motorola Solutions, Inc., David Evans  
& Associates, Metrocell, Inc., Diversified  
Communications, Inc, Motive Energy, Inc.  
and Jitney, Inc.



**Monthly Report No. 98**

**For June 2020**

**Submitted July 2, 2020**

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**AGENDA ITEM C**

## LTE UPDATES

- No new activity

### Operations/Governance

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

### LTE Round 1 Updates

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

### Special Events

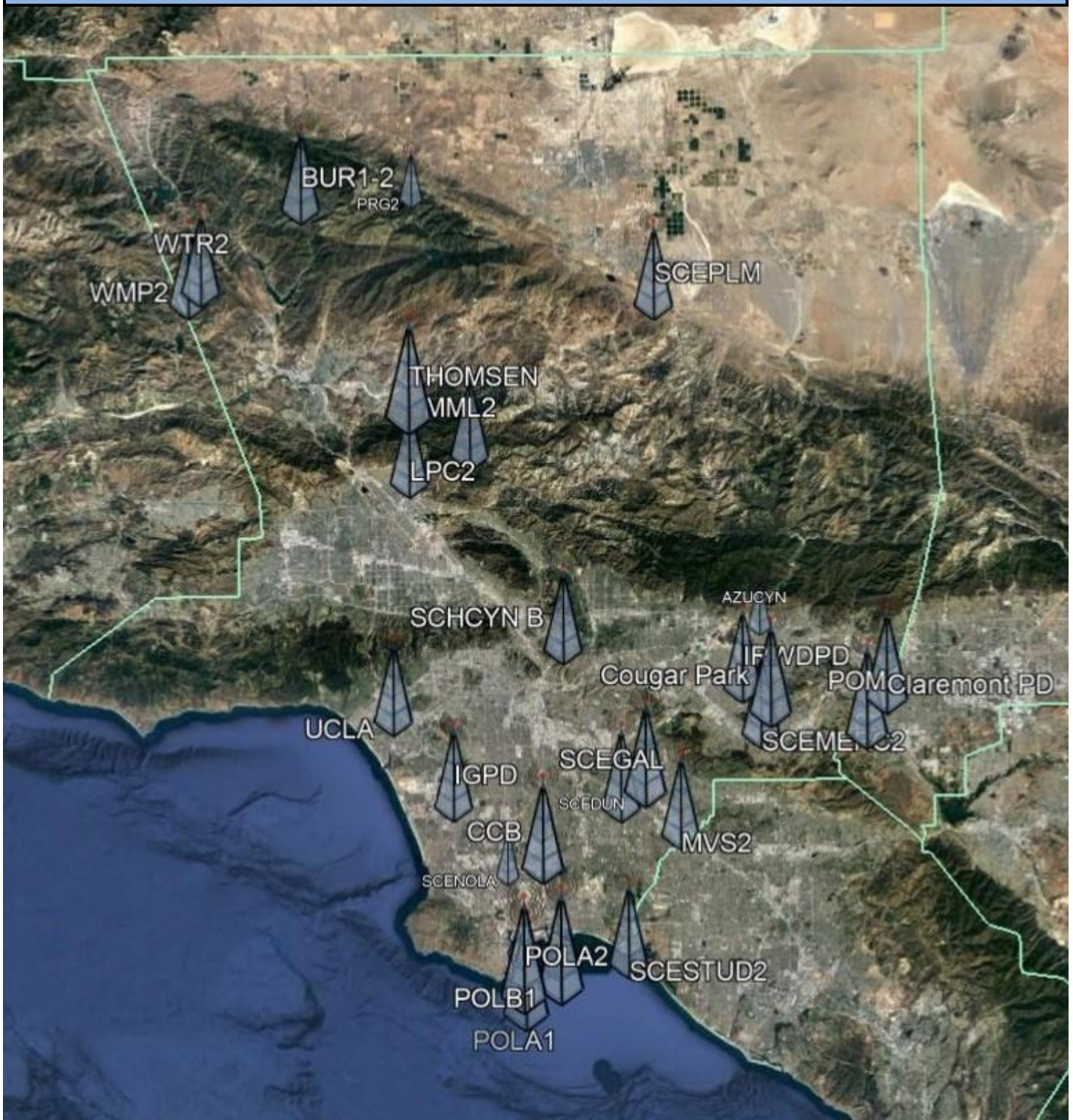
- No new activity.

### LTE Round 2 Updates

- Building permit submittals have been made for all Twenty-six (26) sites.
- Twenty (20) building permits have been issued to date, sixteen (16) urban sites and four (4) forest sites. .
- All Twenty-six (26) sites have gone out to bid and bids were returned for sites.
- Twenty-six (26) of the sites have contractors awarded to date.
- Twenty (20) sites are under construction and will be substantially complete by July 7<sup>th</sup>, 2020. Fourteen (14) sites are expected to be substantially complete by June 30, 2020, and six (6) are expected to be substantially complete by July 7, 2020. Punch walks are being scheduled with AT&T/FirstNet as well as contractors starting on the 7<sup>th</sup> of July.
- Currently contractors are in good standing and following labor compliance guidelines.
- Special Award Condition (SAC) compliance reporting was submitted for CY 2020-Q1 on April 16.
- There were no environmental compliance issues to report in this period. There was a spill of slurry material at the THOMSEN site that required clean-up of the non-toxic material and caused some delay on the production of the site. The site will be completed by July 7<sup>th</sup>, 2020.
- Nesting bird surveys occurred at each site just prior to onset of construction.



## LTE SITES



## LMR UPDATES

### Environmental Update

- LMR EIR/EA team meetings with Authority staff, environmental counsel, and key EIR/EA team members continued during the period as needed.
- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports, and to attend a weekly compliance status meeting. Conducted compliance visits to active construction sites.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,265 persons as of June 17th, 2020.
- Continued to support development of and to review MSI's coastal development permitting documents and planning documents for USFS sites. Coordinated with Catalina Conservancy and with LA County Department of Regional Planning on coastal permitting issues.
- Prepared NOE's for 3 sites and NOD for 2 sites after the June 15 Board meeting.
- Submitted regulatory correspondence to USFWS on June 5 and to SHPO on June 12 to address a polygon expansion at Site LACFFDEL. • Received NEPA clearance for Site SPH from Cal OES on June 1st, 2020

### Permitting Support

- DPW staff have been consistently engaged to provide just-in-time support for plan check activities, with a weekly dashboard being communicated between the Authority and DPW management. This cooperation has proven to reduce the drawing review cycle time, and produce more specific comments which results in more accurate submissions for permitting.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31st, 2019. USFS released leases for the Batch 1 sites (LPC, MML, PRG, WMP, and WTR) on February 7<sup>th</sup>, 2020 accompanied by a joint LA-RICS-USFS press release on February 12<sup>th</sup>, 2020; it released leases for three Batch 2 sites (JPK2, MDI, and PMT) on February 18<sup>th</sup>, 2020 and a fourth site (GMT) on February 26<sup>th</sup>, 2020. USFS has released the lease for Site FRP on March 31. The plan of development for Site MTL2 was submitted April 3 and the lease for MTL2 and the SUP was issued for the site in May 2020. Construction on sites MDI, GMT, FRP, JPK2, LPC, MML, PRG, WMP, and WTR is currently underway.

### Site/Civil

- The LMR program has entered the into its most active construction season despite the complications brought on by COVID-19 Pandemic. MSI has seen supply chain issues on materials such as generators and ATS equipment and has notified the Authority of such. There have been several formal communication exchanges between MSI and LA-RICS in this period regarding schedule issues, quality issues in general as well as site specific issues that required MSI to take corrective actions. MSI has eighteen (18) active sites in June four (4) of which are colocation projects with LTER2 in the USFS. There have been no environmental, nor USFS infractions reported to date. There have been zero recordable safety incidents to date. The May Program schedule (IMS) dated 5/12/2020 showed an overall finish date of 5/28/2022, however on June 9<sup>th</sup>, 2020 MSI introduced a new finish date extending more than nine months with little justification for the dramatic move. This action triggered a rejection of the June 16<sup>th</sup> Integrated Master Schedule (IMS) submission. In addition, the Authority called for joint schedule review to perform a backward pass on the site that MSI explained was the critical path of the Program BJM in the Catalina cell. By reviewing the site both teams discovered that MSI had errors in the scope for the site and also needed to adjust the schedule logic to allow for plan check review at DPW in parallel with Department of Regional Planning/ California Coastal Commission reviews, instead of serial logic. That meeting took place on 6/23/2020. The following day another schedule session took place on 6/24/2020 the IMS review focused on Coastal sites specifically on the logic error for plan review. The third session took place on 6/25/2020 and focused on electrical utility activities where more errors were discovered. The focus of the meeting also centered on the cut-over activities and site optimization activities in the schedule. LA-RICS and MSI agreed to change the duration of Ch.16 cutovers from 20 days to 1 day. The objective of the three sessions, which involved executive leadership, was to isolate where and why the June version of the schedule was so divergent from the previous submission of the IMS. MSI contended that the major moves were due to the duration added for cutovers, and the coastal approval dates pushing out four months. The Coastal sites required site "packages" to be submitted which were the responsibility of MSI to compile and submit, thus a self-inflicted delay by the Contractor. The Teams endeavor to continue the mutual reviews of the IMS all throughout the month of July to ensure the highest levels of accuracy and completeness, so that the end date of the LMR Program can be more accurately forecasted. The Authority communicated through the meetings that finishing beyond the previously accepted March 2022 date was not acceptable.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge for MSI and its design build partners typically there are several rounds of comments by the plan checkers. In order to assist the contractor with this issue the Authority delivers to LA County DPW prioritized lists of sites to review and target permit issue dates for projects as well as jointly reviewing drawings via web conference as a COVID-19 work around to face to face meetings. The plan checkers believe this process is assisting in their effort to review and approve drawing packages. Notice to Proceed No. 033 was issued April 27<sup>th</sup> which included authorization to proceed on all future approved change order requests. This NTP was issued to stream line documentation and allow for more efficient work flow, and thus far in May it has proven effective in reducing the amount of administrative document handling for each change order approved.
- Forty-six (46) building permit applications have been made to date (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PMT, PRG, WMP, WTR, RIH, RHT, and LACF072) and forty-four (44) of the forty-six (46) sites have permits issued to date. MSI has elected to split permits at a number of project sites in the program for various reasons. An example of splitting the Ph. 2 scope into multiple permits is at RHT, where there is a "civil work" building permit issued, but the antenna support structure scope is an entirely separate permit and the electrical distribution scope is also a separate permit.

## LMR UPDATES Continued

- Below is an update of the remaining LMR sites requiring permit:

1.) SPN, 2.) TWR, 3.) TOP (MW only site) found exempt by Coastal Commission, 4.)CPK found exempt by Coastal Commission, 5.) DPK , 6.) BJM, 7.) RPVT, 8.) ESR , 9.) MTL2 , 10.) GRM, 11.) SPH, and 12.) UNIV . Twelve (12) sites total to date.

- Sites that must start construction :

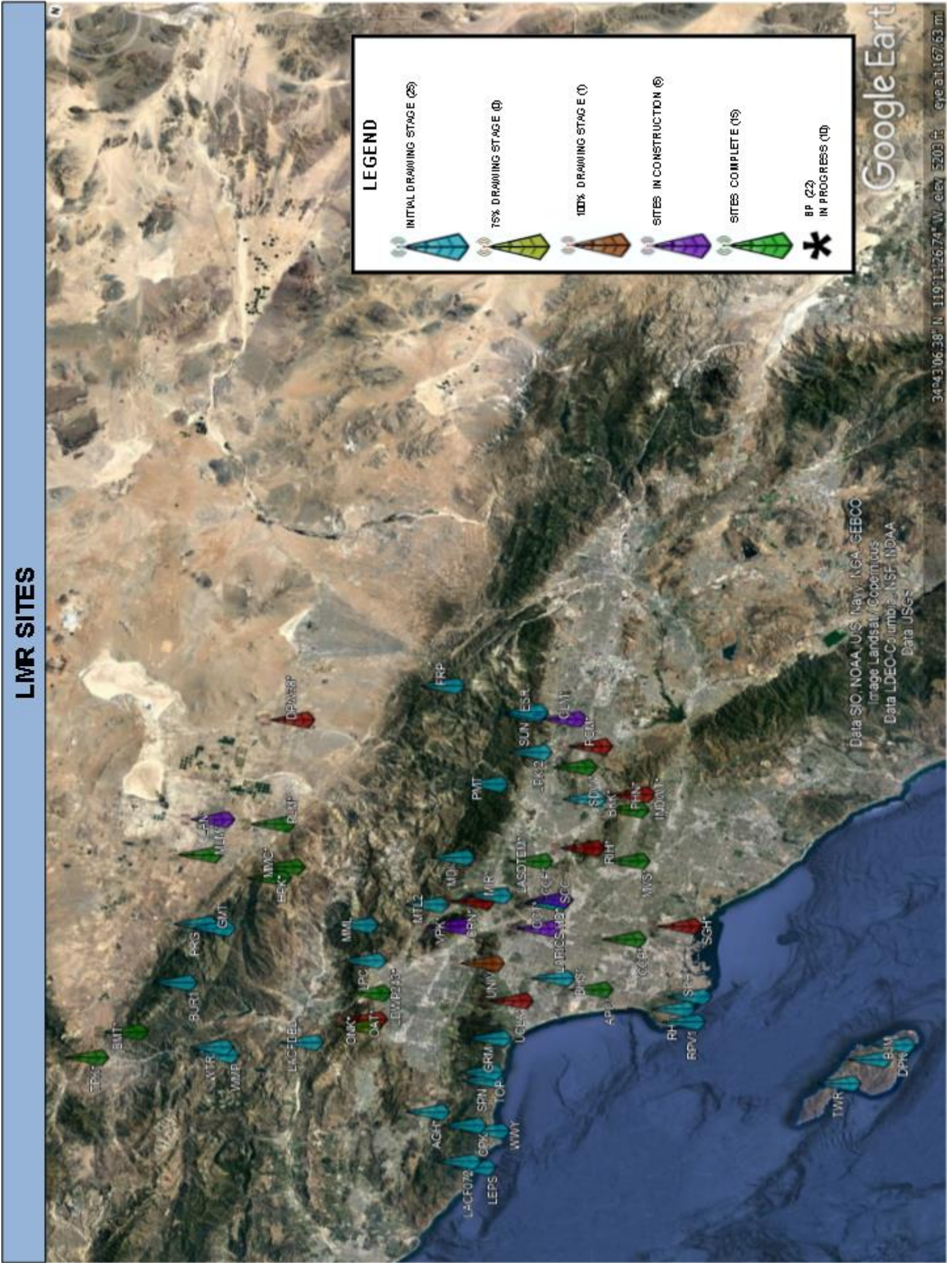
- 1.) BJM, 2.) BUR1, 3.) CPK, 4.) DPK, 5.) ESR, 6.) GRM, 7.) LACF072, 8.) MTL2, 9.) PMT, 10.) RPVT, 11.) SPH, 12.) SPN, 13.) TOP, 14.) TWR, 15.) UNIV, Fifteen (15) sites total to date.

- As of 6/19/2020 there are fifty-three (53) executed SAA's.

Those sites which must complete SAA's are 1.) ESR, 2.) BUR1, 3.) TWR, 4.) BJM, and 5.) DPK. Note that ESR lease was agreed by both parties on 7/1/2020 and the executed agreement is expected in July 2020 as well.



## LMR SITES





## **Monthly Report #82**

**Reporting Period: 5/21/2020 thru 6/24/2020**

**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 Modifications, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola Solutions Inc. (MSI) to provide system monitoring and maintenance services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On August 3, 2017 the Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR

System Site (BMT) to align with the updated System Design.

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

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

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

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

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

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

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

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

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

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible

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

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

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

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

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

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as

set forth in this Amendment No. 37.

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

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

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

On 15 January 2020, the Authority Board of Directors approved **Amendment 42**. **Amendment 42** makes changes necessary to (a) revise Exhibit B.1, Section 4.1 (Acceptance Testing), (b) revise Exhibit C.1 (LMR System Payment Summary) to reflect the payment revisions contemplated in this **Amendment 42**, (c) revise Exhibit C.4 (Phase 3 – Supply LMR System Components) to reflect the reduction in certain Pre-Installation Acceptance Test costs, (d) revise Exhibit C.5 (Phase 4 – LMR System Implementation) to reflect reduction in costs in connection with the modified ATP, (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, (f) revise Exhibit C (Schedule of Payments) to include Exhibit C.20 (LMR Bridge Warranty), and (g) revise Exhibit D (LMR System Maintenance and Warranty), Section 9, replacing it with Bridge Warranty for Specified Equipment included in this **Amendment 42**, (h) revise Exhibit D.2.1 (Motorola Customer Support Plan) to reflect updated information which is incorporated in this **Amendment 42**, and (i) revise Base Document, Section 8.1 (Maximum Contract Sum and Contract Sum – General) by a decrease in Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,636 when taking the cost decrease into consideration.

On 5 March 2020, the Authority Board of Directors approved **Amendment 43**. **Amendment 43** makes changes necessary to (a) reflect a reconciliation of certain equipment reductions which results in a cost



decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications for three microwave links that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in this **Amendment No. 43**.

On 26 March 2020, the Authority Board of Directors approved **Amendment 44**. **Amendment 44** revises the Agreement to reflect a reconciliation of certain LMR Change Order Modifications for a cost increase in the amount of \$2,609, increasing the Maximum Contract Sum from \$290,216,666 to \$290,219,275.

On April 23, 2020, the Authority Board of Directors approved **Amendment Number 45**. **Amendment 45** (a) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 45** which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in **Amendment No. 45**.

On April 27, 2020, the Authority Board of Directors approved **Amendment Number 46**. **Amendment 46** revises the Agreement to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 46** which results in a cost increase in the amount of \$375,728, (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this **Amendment No. 46**.

On June 15, 2020, the Authority Board of Directors approved **Amendment Number 47**. **Amendment 47** revises the Agreement to make changes necessary to (a) reconcile eight (8) LMR System Sites in Phase 4 to reduce certain LMR System Equipment as further described in this **Amendment No. 47** which results in a cost decrease in the amount of \$3,130,664, and (b) incorporate certain LMR Change Order Modifications as further described in this **Amendment No. 47** which results in a cost increase in the amount of \$634,535 resulting in a decrease in the Maximum Contract Sum \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this **Amendment No. 47**.

#### **This report covers the period from 5/21/2020 thru 6/24/2020**

During this reporting period Phase 1 design tasks continue for the remaining LMR sites. MSI has submitted 100% progress construction drawings for LA-RICS review and approval for 6 of 7 Coastal sites within LA County jurisdiction, in anticipation of LA-RICS and LA County Department of Regional Planning (DRP) permission to submit the design packages to plan check ahead of site zoning approvals. The seventh Coastal site under LA County jurisdiction, LACF072 is in plan check for review and approval, pending LA County Department of Regional Planning zoning application approval. In parallel, the Coastal zoning application developments continues with revised applications, in response to DRP comments. In this period, LA-RICS updated the 5 remaining Coastal site zoning approval forecasts and now project their approvals in 3Q2020 for the three of the four sites in the Santa Monica Mountains and later in the year for the three Santa Catalina Island sites. These zoning approvals were originally expected in 1H2020. LA-RICS updated the forecasts of these critical path sites, the project's System Acceptance date has been impacted by this delay. GRM Coastal site, within the City of Los Angeles

jurisdiction, is at 100% Progress construction drawings with comments received from LA-RICS in advance of permit package submission. Zoning exemption documentation is needed from LA-RICS prior to submitting this design package to LA City Department of Building and Safety for plans review and approval. USFS Special Use Permits (SUP) for BUR1 site is delayed as LA-RICS has recently abandoned the design and provision of solar power for both the LMR System site and its PSBN2 co-located facility. LA-RICS is revisiting dedicated utility power by SCE utility, and has asked MSI to provide a quote for re-design of the current plans that have already been approved by LA County DPW, pending this SUP. The site lease for Site ESR, forecast for March 2020, is still in negotiations with the site owner.

Motorola and its partners continue design, engineering and construction work despite the COVID-19 pandemic. Construction work continues at seven USFS sites (GMT, JPK2, LPC, MDI, PRG, WMP, and WTR). Sites FRP and MML commenced construction at the end of May.

The Authority and MSI senior management team continue to meet bi-weekly to review and manage the project's critical path schedule. MSI issued LA-RICS several notices of constructive delays associated with the impacts to the project's overall critical path schedule based on: remaining lease agreements, zoning approvals, power provision to sites, and agency cutovers that are now required ahead of System Acceptance.

### **LMR System Design**

System design activities for this period include Los Angeles Regional Tactical Communications System (LARTCS) design, narrowband mobile data network (NMDN) design, system management and monitoring system (SMMS) design, fleet mapping, site optimization, and incorporation of early user cutovers into the LMR System engineering design activities.

LA-RICS is working with the agencies for LASD narrow banding and LA County Fire Channel 14 voice cutover to Channel 16. Four agency cutovers (DTVRS, ACVRS, NMDN Phases 1 and 2) to the LMR System have been added to the project schedule in lieu of the originally planned single cutover following System Acceptance.

MSI is implementing RF and microwave dish color requirements arising out of the USFS Decision Memo and individual site SUPs to address aesthetic (visual impact) measures. Change orders for these additional requirements, as well as for the coloring of civil infrastructure, have been presented to LA-RICS.

System Management and Monitoring System – The joint technical teams continue to review the need for implementing additional alarms at sites with existing on-site alarm monitoring, on a site by site basis. The SMMS Acceptance Test Plan (ATP) has been revised by the MSI and presented to LA-RICS for approval.

Fleet Mapping – MSI continues to assist LA-RICS and agencies in fleet mapping development for LA-RICS with the teams targeting to complete the effort early in the third quarter.

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

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements (SAA) for the remaining 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 (54 out of 59) Site Access Agreements have been executed. Leases remain to be executed for two USFS Sites BUR1 and ESR. The USFS communications use lease for BUR1 site has been delayed due to a change in the power provision for the LMR Site. Shared solar power was to have been provided by LA-RICS via the LA-RICS PSBN project implementation at the site, which has since been halted. LA-RICS is now providing utility power to the BUR1 site. Negotiations are ongoing for the three Santa Catalina Island site access agreements.

Two of seven Coastal sites, CPK and TOP (Microwave-only initial implementation), have received zoning approvals/exemptions for the planned LMR improvements. Five Coastal Development Packages are still outstanding, with applications all submitted and under review by LA County Department of Regional Planning. LA-RICS is waiting for final application comments or approvals, and subsequent scheduling of public hearings for each site. The original forecasts for the zoning approvals for the five sites have been revised by LA-RICS from 2Q2020 to later in the Fall for two Santa Monica Mountain Coastal Sites and later in the fourth quarter for the three Santa Catalina Island sites.

## **Site Design Activities**

Forty five building permit applications have been made to date. LMR sites not yet permitted include 3 of 13 USFS sites (ESR, PMT, and MTL2), 8 Coastal sites, and other sites including RPVT, UNIV (2 locations, 2 separate jurisdictions), and SPH. Site BUR1 was modified to eliminate the emergency backup system with this civil work updated cleared by plan check. LA-RICS was supplying solar power to this site under a separate design and permit, but has recently changed to utility power since the other site work has been halted. LA-RICS has issued an RFQ to MSI to redesign the BUR1 site to accommodate the new power delivery change and to reinstate the backup emergency power system that was eliminated. Motorola continues to respond to LA County DPW plan check comments for PMT. DPW requires separate permit packages for the PMT solar power infrastructure and the LMR civil improvements. This separate solar design package is still in development, while the PMT civil improvements package is in plan check review with comments received by MSI. CPK and TOP 100% Progress Drawings are pending LA-RICS reviews and approvals prior to submission to LA County DPW for plans check.

The road to the MTL2 site, sections of which are in need of repair, remains a challenge. MSI has provided several quotes and proposed measures to address various road access alternatives. MSI will present an updated statement of work and quotation for these additional road work services needed to access Site MTL2. In parallel, MTL2 100% construction drawings are under LA-RICS review with comments or approval now expected by early July.

100% Progress Construction Drawing are in development or review for the remaining LMR sites, 7 of these drawings sets are for Coastal sites within the LA County jurisdiction. The construction drawing set for Coastal Site LACF072 is with LA County DPW for plan check, with initial comments received back

from several departments. This submission is in advance of zoning approval by DRP, so a permit will not be issued until receipt of site zoning or Coastal Development Plan (CDP) approval and incorporation of any required zoning changes. This CDP approval is now expected in the third quarter.

GRM 100% Progress construction drawings have been reviewed by LA-RICS with MSI updating the package prior to submission to City of Los Angeles plan check. Zoning exemption of waiver documents are needed from LA-RICS prior to this permit review submission. Universal (UNIV) 100% Progress Construction Drawings for both locations are being revised by MSI based on LA-RICS review comments and receipt of additional site electrical information. MSI continues to wait for site-specific environmental clearance for Site SPH in order to conduct geotechnical drilling. A geotechnical report is necessary for MSI's engineering firm to design tower, shelter, and generator foundations, as well as develop a site grading plan. This geotechnical report approval was expected in May.

MSI has presented the first of thirteen change orders associated with USFS site coloring requirements, for Site PRG. This change order continues to be refined based on clarification requests by LA-RICS. The finalization and approval of the PRG change order will be the template for submission of the remaining USFS color change requests. MSI and LA-RICS continue to negotiate change orders associated with the MIR site. MSI has proactively and in good faith moved forward with the design updates and construction is in process, with the tower recently erected.

Twelve site design packages remain to be submitted to LA County DRP, including the one of two UNIV locations. GRM site is under the LA City jurisdiction. The UNIV CityWalk equipment locations are under the LA City jurisdiction for permitting. A joint LA-RICS and MSI meeting was held on 6/23/2020 to assess the status of the remaining site design packages and determine how to more efficiently move these site design documents through review and approval, and into jurisdiction plan check.

### **Pre-Construction Activities**

Nothing new to report this period.

### **Construction Activities**

During this reporting period, Phase 2 construction tasks continue. 28 of 59 (includes 2 UNIV locations) sites are substantially complete with construction activities ongoing at 19 sites. To date, 20 of 44 new towers have been erected. 29 of 57 shelters or equipment rooms are complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance for 25 sites, as Phase 2 civil site work is completed. MSI has submitted 14 Phase 2 Construction Closeout Packages and has been working to mutually agree on content and format since last October. LA-RICS has reviewed and commented on the initial group of Phase 2 site documents, but LA-RICS has yet to formally approve any of them.

The site construction at UCLA is substantially complete under UASI 2017 grants with power to the site yet to be provided by UCLA. Construction teams are completing the utility run and associated work, on behalf of LA-RICS to AGH, now that an easement has been secured. LA-RICS continues to address

easements needed by the electrical utility to bring commercial power to numerous sites. The lack of these utility easements is delaying completion of Phase 2 construction completion at several sites, including AGH.

Per LA-RICS direction, MSI has prioritized PSBN2 co-location work completion at four USFS sites. This shift in priority has delayed the majority of LMR construction activities at these sites.

### Equipment Supply



MSI staged and shipped equipment for 4 UASI 2018-funded sites in early June. UASI 2018 equipment orders have been processed for the 7 of 8 remaining sites. MSI has also ordered supplemental software, licenses, and equipment for SMMS. NMDM equipment orders are placed and equipment has begun to be received at the MSI Warehouse. LARTCS equipment orders are being placed based on the recent approval and execution of Amendment 47.

### System Implementation

MSI contractors continue to install RF and microwave antennas and lines at sites, install and configure low-voltage site alarms, and configure RF equipment. Initial Phase 4a internal site audits and checks were completed. MSI System Technologists have started site optimization at sites including FCCF and LASDTEM.

LA-RICS has agreed to and MSI has begun to upgrade GGM to Juniper routers. These upgrades are expected to be complete by 4Q2020.

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

Category	Rating	Change	Comments
Schedule			The August 2019 baseline schedule shows LMR System Acceptance on 3/28/2022. MSI's current forecast for LMR System Acceptance is in 1Q2023 timeframe driven by: remaining leases, Coastal CDP approvals, and agency cutovers. Joint meetings will continue to evaluate opportunities to achieve LMR System Acceptance sooner than 1Q2023.
Risk			Risk items have been identified regarding: zoning approval process, Site Access Agreements, plan check approval process, spectrum, narrow banding, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Additional USFS site environmental mitigation measures (RF and MW antennas).

## 2. Project Status

### 2.1. Tasks in Progress or Completed

See IMS Look Ahead File, data date 6/16/2020

### 2.2. Tasks Planned for Next Period

See IMS Look Ahead File, data date 6/16/2020

## 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites, including the coordination of 3 <sup>rd</sup> party components (antennas, dishes).	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements. Utility easements are required to provide power to sites.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of interference mitigation, narrow banding, agency cutovers, as well as functional and coverage testing to achieve System Acceptance in 1Q2023.	Active



#### 4. Areas of Concern

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

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

#### 5. Disputes and Claims

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

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

#### 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	157,584,968
Cumulative Invoice Payments from Last Report	98,641,303
Total Invoice Payments This Period	535,344
Remaining Amount to be Paid	\$58,408,321

## **7. LA-RICS Master Schedule**

On June 18, 2020, Motorola issued LA-RICS a supplemental notice of constructive change under the Contract based on the failure of the Authority to deliver the required approvals for zoning and/or SAA from Coastal and Forestry agencies, the failure to provide a commitment regarding providing site power, and the failure to provide commitments regarding system cutover. MSI estimates the approved Contract schedule final system acceptance date will now be delayed until at least October 2022, not including time for agency cutover. Including agency cutovers, the project completion will likely be delayed until the first or second quarter of 2023. The most recent weekly master schedule update has a data date of 6/16/2020. See attached LMR Executive Project Summary Snapshots.



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

**PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE**

The purpose of this discussion item is to provide an update on the twenty (20) Public Safety Broadband Network (PSBN) Round 2 sites currently under construction as well as the remaining six (6) sites to be completed under the AT&T Business Agreement Amendment No. 3.

Attachment

CO:pdd

# LA-RICS PSBN SITE DEPLOYMENT

Week of 6/29/2020

Site	Site ID	Type	GC	Permit Rec'd	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Comments
1	IGPD	Roof	Metrocell	11/21/2019	12/12/2019	NA	NA	6/26/2020	4/1/2020	6/30/2020	Site Substantially Complete
2	AZUCYN	Pine	Jitney	4/14/2020	4/15/2020	6/18/2020	6/23/2020	6/23/2020	6/23/2020	6/30/2020	6/30/2020 Site Substantially completed with exception to MonoPine Branch Installation to complete 7/3/2020 .
3	MVS2	Colo	Jitney	4/30/2020	5/13/2020	NA	NA	5/27/2020	6/25/2020	6/30/2020	6/30 Site Substantially completed with exception to Power Run Installation to complete 7/3/2020 as a result of SCE Final Power Delay.
4	IRWDPD	Pole 100'	Metrocell	5/8/2020	5/20/2020	6/15/2020	6/20/2020	6/30/2020	6/28/2020	6/30/2020	6/30 Site Substantially completed. Old Tower Decomm scheduled 7/3/2020.
5	COUG	Pole	Jitney	4/27/2020	5/27/2020	6/20/2020	6/25/2020	6/26/2020	6/29/2020	6/30/2020	Site Substantially Complete
6	WMP2	Colo	MSI	5/19/2020	5/27/2020	NA	5/14/2020	6/25/2020	6/25/2020	6/30/2020	Site Substantially Complete
7	WTR2	Colo	MSI	5/19/2020	5/27/2020	NA	5/22/2020	6/25/2020	6/25/2020	6/30/2020	Site Substantially Complete
8	PRG2	Colo	MSI	5/21/2020	5/28/2020	NA	6/1/2020	6/26/2020	6/25/2020	6/30/2020	Site Substantially Complete
9	THOMSEN	Colo	Motive	5/28/2020	6/2/2020	NA	NA	7/3/2020	6/25/2020	7/3/2020	Infrastructure complete. DC power lines to antenna beig installed. Work complete 7/3
10	LACFDEL2	Colo	Motive	5/28/2020	6/3/2020	NA	NA	6/30/2020	6/28/2020	6/30/2020	Site Substantially Complete
11	UCLA2	Roof	Metrocell	5/29/2020	6/2/2020	NA	NA	6/21/2020	6/30/2020	6/30/2020	Site Substantially Complete
12	CRN	Colo	Motive	5/29/2020	6/8/2020	NA	NA	6/19/2020	6/26/2020	6/30/2020	Site Substantially Complete
13	LPC2	Colo	MSI	5/21/2020	5/28/2020	NA	6/23/2020	6/30/2020	6/26/2020	6/30/2020	Site Substantially Complete
14	CLRMPD1	Pine	Diversified	5/20/2020	5/29/2020	6/22/2020	7/2/2020	7/2/2020	7/6/2020	7/7/2020	Substantial delay in tower foundation due to sourcing of alternate tower after pause. All work complete 7/7
15	SCEPLM	Pole	Metrocell	5/28/2020	6/8/2020	6/22/2020	6/25/2020	7/3/2020	7/1/2020	7/7/2020	
16	SCEDUN	Pole	Jitney	5/28/2020	6/8/2020	6/22/2020	7/3/2020	7/6/2020	7/3/2020	7/7/2020	
17	SCEMERC2	Pole	Diversified	6/4/2020	6/8/2020	6/22/2020	6/26/2020	7/6/2020	7/3/2020	7/7/2020	
18	SCEGAL	Pole	Diversified	5/29/2020	6/8/2020	6/29/2020	7/3/2020	7/6/2020	7/3/2020	7/7/2020	
19	SCENOLA	Pole	Metrocell	6/1/2020	6/8/2020	6/30/2020	7/3/2020	7/6/2020	6/29/2020	7/7/2020	
20	SCESTUD2	Pole	Diversified	6/2/2020	6/8/2020	6/29/2020	7/3/2020	7/6/2020	7/3/2020	7/7/2020	
21	MML2	Colo	MSI	5/21/2020	7/31/2020	NA	9/4/2020	9/11/2020	9/18/2020	9/25/2020	Construction start and timelines will be based on re-engagment with the winning bidder for each site prior to Notice To Proceed issuance.
22	MNTBLPD	Pole		6/18/2020	7/15/2020	8/10/2020	8/24/2020	9/4/2020	9/18/2020	9/14/2020	
23	POLA1	Pole		7/31/2020	8/5/2020	9/2/2020	9/4/2020	9/11/2020	9/18/2020	9/30/2020	
24	POLA2	Pole		7/31/2020	8/5/2020	9/3/2020	9/5/2020	9/16/2020	9/23/2020	9/30/2020	
25	POLB1	Pole		7/31/2020	8/7/2020	NA	9/4/2020	9/16/2020	9/25/2020	9/30/2020	
26	POM2	Roof		7/21/2020	7/27/2020	NA	8/14/2020	9/11/2020	9/18/2020	9/22/2020	

Legend	
	Completed
	Forecasted - Scheduled

Tower Type	Qty
Colo	9
Pine	2
Pole	11
Pole 100	1
Roof	3



## 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

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS FOR PSBN ROUND 2 CHANGE ORDER BUDGET UPDATE

The purpose of this discussion item is to update your Board on how much has been spent from the Telecommunication Facility Construction and Installation Projects Budget for the Public Safety Broadband Network (PSBN) Round 2. On June 15, 2020, your Board approved an increase to the Change Order budget for up to sixteen (16) sites for an aggregate not-to-exceed amount of \$602,636. In connection with this approval, we are providing your Board with an update on what Change Orders were approved and executed. Of the \$602,636 aggregate not-to-exceed amount, the Authority has expended \$224,464 as of the filing of this memo, detailed in the table below. The remaining balance of the aggregate not-to-exceed Change Order budget is \$378,172.

No.	Site	Contract Amount	Change Order Amount
1.	AZUCYN	\$385,565	\$21,267
2.	CLRMPD1	\$436,000	\$49,647
3.	COUG	\$433,601	\$1,400
4.	CRN2	\$329,316	\$6,614
5.	IGPD	\$295,130	\$28,761
6.	MVS2	\$281,066	\$44,078
7.	SCEDUN	\$343,208	\$5,920
8.	SCEMERC2	\$371,000	\$26,594
9.	SCEPLM	\$385,050	\$39,851
10.	UCLA2	\$290,890	\$332
TOTAL			\$224,464

JA:ms:pdd





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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

**EQUIPMENT PURCHASED AND NOT DEPLOYED IN PUBLIC SAFETY  
BROADBAND NETWORK ROUND 1**

The purpose of this discussion item is to update your board on the equipment purchased but not used in Public Safety Broadband Network Round (PSBN) Round 1 and planned for use in PSBN Round 2.

SOC:pdd

**AGENDA ITEM H**



**LOS ANGELES REGIONAL INTEROPERABLE  
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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

**FREQUENCY AND LICENSING ISSUES IMPACTING LAND MOBILE  
RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the frequency interference as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

CO:pdd

**AGENDA ITEM I**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### **UPDATE ON COASTAL DEVELOPMENT PERMIT PROCESS FOR FIVE LAND MOBILE RADIO SYSTEM SITES**

The purpose of this discussion item is to provide an update on the five (5) Land Mobile Radio (LMR) sites in process of securing Coastal Development Permits (CDP).

Regarding the two (2) sites subject to the Santa Monica Mountains Local Implementation Plan (LIP), LA County Fire Department 72 (LACoFD072) and Saddle Peak (SPN) remain on track for Environmental Review Board (ERB) committee review on July 20, 2020. The Department of Regional Planning informed staff on July 1, 2020 that an ERB committee member would like to site visit LACoFD072 and SPN in advance of the committee review. Staff is pending further information regarding this inquiry to arrange for site visit.

Regarding the three (3) sites subject to the Santa Catalina Island LIP, Black Jack Mountain (BJM), Dakin Peak (DPK) and Tower Peak (TWR) have all achieved a status of "deemed complete" for the CDP re-submittal packages which addressed all corrections received from DRP. Significant Ecological Area Technical Advisory Committee (SEATAC) review has been scheduled for August 3, 2020.

Following ERB and SEATAC review, all five (5) sites remain on track to proceed to Department of Regional Planning Commission Hearing and ultimately review by the California Coastal Commission for confirmation and issuance of a Coastal Development permit for each site by mid-October.

TR:pdd



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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

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

Municipality	Meeting Date
<b><i>Meetings with representatives from AT&amp;T</i></b>	June 3, 10, 16, 17, 22, 24 and 25; July 1, 2020
<b><i>Door to door outreach to residents near SCE sites SCEGAL, NOLA, PLM and STUD2; CRLMNP and CRN2</i></b>	June 1, 4, 5, 23 and 30, 2020
<b><i>Meeting with representatives from Los Angeles County Regional Planning Department (DRP)</i></b>	June 16, 2020
<b><i>Participation at Los Angeles Board of Harbor Commission Meeting</i></b>	June 18, 2020
<b><i>Meeting with representatives from Chief Executive Office Real Estate Division (CEO RED)</i></b>	June 22, 2020
<b><i>Meeting with representatives from National Telecommunications and Information Administration (NTIA)</i></b>	June 22 and 24, 2020
<b><i>Meeting with representatives from LASD</i></b>	June 23, 2020
<b><i>Participation at Rancho Palos Verdes Planning Commission Meeting</i></b>	June 23, 2020

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

**AGENDA ITEM K**

Members of the LA-RICS Outreach Team conducted door to door outreach to residents within 500 feet of SCE LTE2 sites: SCEGAL, NOLA, PLM and STUD2, CRLMNP and CRN2.

Executive Director Edson participated in the Los Angeles Harbor Commission Meeting where their Board approved the two LTE2 POLA sites Space Assignments and Revocable Permits.

Members of the LA-RICS Team met with representatives from CEO RED to discuss Sublicenses and Consent to Sublicenses for three (3) County owned LTE2 sites.

Executive Director Edson and members of the LA-RICS Management Team met with representatives from National Telecommunications and Information Administration (NTIA) to discuss a no cost extension.

Executive Director Edson and members of the LA-RICS Team met with representatives from LASD to discuss Narrow banding ordering status.

Lastly, Program Director Chris Odenthal participated in the Rancho Palos Verdes Planning Commission Meeting where LMR sites RPVT and SPH were approved and found consistent with the City's General Plan.

WST:pdd



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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

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

Dear Directors:

### **APPROVE THE FISCAL-YEAR 2020-21 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET**

#### **SUBJECT**

Staff is requesting your Board adopt the Fiscal-Year 2020-21 Amended Los Angeles Regional Interoperable Communications System Authority Operating Budget.

#### **RECOMMENDED ACTION**

It is recommended that your Board adopt the enclosed Amended Budget to reflect:

1. An increase of \$2,479,000 to the revenue and corresponding BTOP grant-funded expenditure line items reflecting the Broadband Technologies Opportunity Program No Cost Extension and Grant Amendment No. 30; and
2. An increase of \$2,323,000 to the revenue and corresponding Member Funded Joint Powers Authority Operations line items reflecting the LA-RICS AT&T Business Agreement Amendment No. 3.

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

The enclosed Recommended Amended Operating Budget will allow the Authority to complete certain work at remaining six (6) Public Safety Broadband Network (PSBN) sites during Fiscal-Year 2020-21.

**AGENDA ITEM L**



**FISCAL IMPACT/FINANCING**

The funds included in the recommended actions are:

1. Funded by the Department of Commerce NTIA BTOP grant; and
2. Funded by the AT&T Business Agreement Amendment No. 3.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The LA-RICS Fiscal Agent/County's Auditor-Controller and the Authority's Counsel reviewed the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SOC:gs:pdd

Enclosure

cc: Counsel to the Authority

**Los Angeles Regional Interoperable Communications System (LARICS)**  
**Recommended Amended Operating Budget**  
**Fiscal Year 2020-21**

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2020-21
FINANCING USES	ACTUALS	ADOPTED BUDGET	ESTIMATED	RECOMMENDED AMENDED
<b><u>Grant Funded Expenditures</u></b>				
<b>Project Team</b>	<b>2,785,116</b>	<b>6,029,000</b>	<b>5,337,040</b>	<b>5,459,000</b>
BTOP	742,461	3,481,000	3,360,000	121,000
UASI Grant	2,042,655	2,548,000	1,977,040	5,338,000
<b>Travel &amp; Training</b>	<b>12,994</b>	<b>41,000</b>	<b>15,000</b>	<b>50,000</b>
BTOP	12,994	10,000	10,000	0
UASI Grant	0	31,000	5,000	50,000
<b>Admin and Other Contractors</b>	<b>109,329</b>	<b>316,000</b>	<b>284,717</b>	<b>0</b>
BTOP	67,107	236,000	236,000	0
UASI Grant	42,222	80,000	48,717	0
<b>Miscellaneous * (2)</b>	<b>208,219</b>	<b>630,000</b>	<b>630,000</b>	<b>705,000</b>
BTOP	0	0	0	0
UASI Grant	208,219	630,000	630,000	705,000
<b>Other Charges* (3)</b>	<b>5,273</b>	<b>759,000</b>	<b>336,342</b>	<b>677,000</b>
BTOP	0	0	0	0
UASI Grant	5,273	759,000	336,342	677,000
<b>Contractors/Consultants Services</b>	<b>24,833,344</b>	<b>95,499,048</b>	<b>41,461,231</b>	<b>58,904,000</b>
BTOP	5,751,557	27,695,048	22,354,048	5,341,000
UASI	19,081,787	67,804,000	19,107,183	53,563,000
<b>Total Grant Funded Expenditures</b>	<b>27,954,275</b>	<b>103,274,048</b>	<b>48,064,330</b>	<b>65,795,000</b>
<b><u>Member Funded JPA Operations (1)</u></b>				
Project Team	343,849	491,000	491,000	700,000
Travel & Training	6,468	40,000	5,321	28,000
Services & Supplies	60,000	60,000	60,000	40,000
Admin and Other Contractors	123,969	116,000	116,000	232,000
Miscellaneous *(2)	1,915	138,000	138,000	110,000
Capital Assets & Furniture	0	20,000	0	0
Other Charges *(3)	60,000	70,000	70,000	70,000
Lease & Other Services - Suite 100	120,000	120,000	120,000	120,000
Contractors/Consultants Services	583,799	245,000	245,000	2,323,000
<b>Total Member Funded JPA Operations</b>	<b>1,300,000</b>	<b>1,300,000</b>	<b>1,245,321</b>	<b>3,623,000</b>
<b>LMR Administrative Cost (1) (4)</b>	<b>850,000</b>	<b>850,000</b>	<b>850,000</b>	<b>908,000</b>
<b>LTE Administrative Cost (1) (4)</b>	<b>784,368</b>	<b>850,000</b>	<b>850,000</b>	<b>908,000</b>
<b>AT&amp;T Business Agreement Services (BAS)</b>	<b>811,033</b>	<b>1,865,000</b>	<b>1,047,649</b>	<b>641,000</b>
<b>LTE Equipment Payment</b>	<b>0</b>	<b>5,992,000</b>	<b>5,992,000</b>	<b>0</b>
<b>Total LTE &amp; LMR Member Funded, AT&amp;T BAS and LTE Equipment</b>	<b>2,445,401</b>	<b>9,557,000</b>	<b>8,739,649</b>	<b>2,457,000</b>
<b>TOTAL FINANCING USES</b>	<b>31,699,677</b>	<b>114,131,048</b>	<b>58,049,300</b>	<b>71,875,000</b>
<b><u>FINANCING SOURCES</u></b>				
<b>Federal Grant Revenue</b>		<b>103,274,048</b>		<b>65,795,000</b>
<b>Member Contribution</b>		<b>3,000,000</b>		<b>5,439,000</b>
<b>AT&amp;T Business Agreement Services</b>		<b>1,865,000</b>		<b>641,000</b>
<b>LTE Equipment Payment</b>		<b>5,992,000</b>		<b>0</b>
<b>Total Available Financing</b>		<b>114,131,048</b>		<b>71,875,000</b>

Note 1: Member Funded JPA Operations, LTE Administrative Cost, and LMR Administrative Cost will be paid for out of the LA-RICS AT&T Business Agreement.

Note 2: Fees including utilities, Notices of Exception, Escort and permit fees, etc.

Note 3: Liability Insurance for LA-RICS JPA, Commercial Property Insurance and FCC Licensing.

Note 4: LTE Administrative Cost and LMR Administrative Cost include certain costs associated with the management & implementation of the LTE & LMR System in accordance with the Adopted Funding Plan.

**LA-RICS  
FY 2020-2021**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<b><u>DISTRICT ATTORNEY (DA)</u></b>						
Administrative Deputy II *	10,000	0	147,457	92,543	40,958	290,958
Fiscal Officer II *	9,000	0	112,151	35,000	104,516	260,667
<b>DA Total</b>	<b>19,000</b>	<b>0</b>	<b>259,608</b>	<b>127,543</b>	<b>145,474</b>	<b>\$ 551,625</b>
<b><u>TREASURER &amp; TAX COLLECTOR (TTC)</u></b>						
Administrative Services Manager I *	5,000	133,857	20,000	11,996	12,000	182,853
<b>TTC Total</b>	<b>5,000</b>	<b>133,857</b>	<b>20,000</b>	<b>11,996</b>	<b>12,000</b>	<b>\$ 182,853</b>
<b><u>PUBLIC WORKS (PW)</u></b>						
Senior Management Secretary III *	0	100,182	20,000	1,988	25,958	148,128
<b>PW Total</b>	<b>0</b>	<b>100,182</b>	<b>20,000</b>	<b>1,988</b>	<b>25,958</b>	<b>\$ 148,128</b>
<b><u>SHERIFF (SH)</u></b>						
Operations Assistant III *	0	102,863	20,000	7,784	8,000	138,647
<b>SH Total</b>	<b>0</b>	<b>102,863</b>	<b>20,000</b>	<b>7,784</b>	<b>8,000</b>	<b>\$ 138,647</b>
<b><u>PROBATION (PB)</u></b>						
Administrative Services Manager I	13,000	153,530	0	7,182	22,000	195,712
Executive Assistant	17,000	178,702	37,543	9,448	15,071	257,764
<b>PB Total</b>	<b>30,000</b>	<b>332,232</b>	<b>37,543</b>	<b>16,630</b>	<b>37,071</b>	<b>\$ 453,477</b>
<b><u>ISD</u></b>						
Administrative Services Manager III *	9,000	209,751	10,000	10,278	10,000	249,029
<b>ISD Total</b>	<b>9,000</b>	<b>209,751</b>	<b>10,000</b>	<b>10,278</b>	<b>10,000</b>	<b>\$ 249,029</b>
<b><u>MENTAL HEALTH (MH)</u></b>						
Administrative Services Manager I	0	135,900	30,000	1,246	0	167,146
<b>MH Total</b>	<b>0</b>	<b>135,900</b>	<b>30,000</b>	<b>1,246</b>	<b>0</b>	<b>\$ 167,146</b>
<b><u>REGISTRAR RECORDER COUNTY CLERK (RRCC)</u></b>						
Accounting Officer II *	3,000	0	45,000	44,127	90,000	182,127
<b>RRCC Total</b>	<b>3,000</b>	<b>0</b>	<b>45,000</b>	<b>44,127</b>	<b>90,000</b>	<b>\$ 182,127</b>
<b><u>AUDITOR CONTROLLER (A/C)</u></b>						
<b>S&amp;EB</b>						
Principal Accountant	0	0	3,700	7,575	0	11,275
Supervising Accountant	0	0	10,000	14,833	0	24,833
Senior Accountant	0	0	43,520	0	40,000	83,520
<b>S&amp;S</b>						
Travel Administrative Cost	0	0	0	1,000	2,000	3,000
Single Audit	0	0	0	15,000	50,000	65,000
<b>A/C Total</b>	<b>0</b>	<b>0</b>	<b>57,220</b>	<b>38,408</b>	<b>92,000</b>	<b>\$ 187,627</b>
<b><u>COUNTY COUNSEL</u></b>						
Principal/Senior County Counsel (4)	15,000	339,183	40,000	0	48,658	442,841
Environmental Legal Services	0	64,464	0	0	0	64,464
<b>County Counsel Total</b>	<b>15,000</b>	<b>403,647</b>	<b>40,000</b>	<b>0</b>	<b>48,658</b>	<b>\$ 507,306</b>

**LA-RICS  
FY 2020-2021**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<b><u>INTERNAL SERVICES DEPARTMENT (ISD)</u></b>						
Sr. Telecom Systems Engineer (3)	0	555,000	45,000	10,000	25,078	635,078
Supervising Telecom System Engineer	0	218,275	0	0	20,000	238,275
Communication Tower & Line Supervisor (2)	0	304,834	10,000	0	10,000	324,834
Sr. Electronics Communications Technician (2)	0	311,649	0	10,000	10,000	331,649
<b>ISD Total</b>	<b>0</b>	<b>1,389,758</b>	<b>55,000</b>	<b>20,000</b>	<b>65,078</b>	<b>\$ 1,529,836</b>
<b><u>LOS ANGELES COUNTY FIRE (FR)</u></b>						
Fire Captain (1)	0	239,000	0	0	0	239,000
Fire Fighter Specialist (1)	0	209,000	0	0	0	209,000
<b>FR Total</b>	<b>0</b>	<b>448,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 448,000</b>
<b><u>LOS ANGELES COUNTY SHERIFF (LASD)</u></b>						
<b>S&amp;EB</b>						
Lieutenant (1)	10,000	344,072	0	10,000	0	364,072
Sergeant (1)	0	260,005	29,513	0	8,835	298,353
Deputy (5)	20,000	934,967	49,000	10,000	41,502	1,055,469
Information Technology Manager III	10,000	283,058	7,878	0	0	300,936
Information Technology Specialist	0	260,000	9,238	0	0	269,238
<b>S&amp;EB Total</b>						<b>\$ 2,288,068</b>
<b>S&amp;S</b>						
Human Resources & Procurement Services	0	0	10,000	0	9,424	19,424
<b>LASD Total</b>	<b>40,000</b>	<b>2,082,102</b>	<b>105,629</b>	<b>20,000</b>	<b>59,761</b>	<b>\$ 2,307,492</b>
<b>Total</b>	<b>121,000</b>	<b>5,338,292</b>	<b>700,000</b>	<b>300,000</b>	<b>594,000</b>	<b>7,053,293</b>
<b>Total Budgeted Project Team for FY 20-21</b>						<b>\$ 7,053,293</b>
<b>* These Positions are Underfills</b>						

**LA-RICS  
FY 2020-2021**

<b>GRANT FUNDED - CONTRACTORS/CONSULTANTS</b>	<b>Maximum Contract Sum</b>	<b>Funding Source</b>
Executive Director	8,000	BTOP
Project Construction Management	850,000	BTOP
	3,787,000	UASI 18
	4,000,000	UASI 19
Broadband Engineering	30,000	BTOP
MISC County Contracts ( DPW, CEO, CEO RED, RP, & ISD )	120,000	UASI 18
Telecommunications & Devices Contractors	4,453,000	BTOP
	28,656,000	UASI 18
	17,000,000	UASI 19
<b>Total Contractors/Consultants Services</b>	<b>\$ 58,904,000</b>	

<b>MEMBER FUNDED JPA OPERATIONS</b>		<b>Funding Source</b>
Project Team	700,000	Member Funded
Travel & Training	28,000	Member Funded
Services & Supplies	40,000	Member Funded
Admin and Other Contractors (Executive Director)	232,000	Member Funded
Miscellaneous	110,000	Member Funded
Other Charges	70,000	Member Funded
Lease & Other Services - Suite 100	120,000	Member Funded
Contractors/Consultants Services	2,323,000	Member Funded
<b>Total Member Funded JPA Operations</b>	<b>\$ 3,623,000</b>	

<b>LMR ADMINISTRATIVE COST (MEMBER FUNDED)</b>		<b>Funding Source</b>
Project Team	594,000	Member Funded
Professional Consultants	76,000	Member Funded
Services, Supplies, Travel, lease & Misc	238,000	Member Funded
<b>Total LMR Administrative Cost</b>	<b>\$ 908,000</b>	

<b>LTE ADMINISTRATIVE COST (MEMBER FUNDED)</b>		<b>Funding Source</b>
Project Team	300,000	Member Funded
Professional Consultants	330,000	Member Funded
Services, Supplies, Travel, lease & Misc	278,000	Member Funded
<b>Total LTE Administrative Cost</b>	<b>\$ 908,000</b>	

<b>AT&amp;T BUSINESS AGREEMENT SERVICES</b>		<b>Funding Source</b>
Professional Consultants & Swap Services Providers	641,000	AT&T Business Agreement Services
<b>Total AT&amp;T Business Agreement Services</b>	<b>\$ 641,000</b>	



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

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SCOTT EDSON  
EXECUTIVE DIRECTOR

July 9, 2020

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

Dear Directors:

### **APPROVE AMENDMENT NO. 1 TO THE ENGINEERING DESIGN AND RELATED SERVICES AGREEMENT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 1 to Agreement No. LA-RICS 013 (Agreement) for additional engineering design and redesign work, permitting fees, and unexpected related services for the Public Safety Broadband Network (PSBN) Round 2 project for an increased not-to-exceed amount of \$100,000.

#### **RECOMMENDED ACTION**

It is recommended that your Board approve Amendment No. 1 to the Engineering and Design Services Agreement with David Evans and Associates, Inc. (David Evans), in substantially similar form to the attached Enclosure, for additional engineering and design services and permitting fees as further described in this Board Letter, for a not-to-exceed amount of \$100,000 increasing the Contract Sum from \$2,600,400 to \$2,700,400.

#### **BACKGROUND**

On October 4, 2018, your Board approved entering into an agreement with David Evans to provide engineering and design services for the PSBN Round 2 deployment. Under this Agreement, David Evans prepared the construction drawings for all twenty-six (26) sites as well as contingency sites used for the construction Invitation for Bids (IFBs). Additionally, under this Agreement David Evans, among other things, is also responsible



for preparing documents to accompany Site Access Agreements, zoning, and permitting (building permits, encroachments, etc.), for all the sites on behalf of the Authority.

On May 22, 2020, the National Telecommunications and Information Administration (NTIA) responded to the Authority's request for a no-cost-extension to continue work through September 30, 2020, indicating the extension would not be granted and all work had to be completed by June 30, 2020. In connection with this notification, the Authority issued David Evans a suspension letter for all sites where construction could not be completed on June 30, 2020.

On June 29, 2020, NTIA authorized an extension to allow the Authority to continue activities related to site access, zoning approvals, and permitting, through July 31, 2020. Additionally, on this day the Authority lifted David Evan's suspension to continue with the site access, permitting, and zoning approval activities.

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

The purpose of the recommended action is to authorize the Executive Director to execute Amendment No. 1 with David Evans increasing the Contract Sum by \$100,000 to allow for the continuance of site access, permitting, zoning activities, as well as additional engineering design and redesign work, permitting fees, and unexpected related services to be undertaken, completed, and paid for.

It is necessary to increase the contract amount in order to allow for these activities, as well as the payment of permitting fees, so that the sites can be built. David Evans is instrumental in assisting the Authority with preparing documents to secure the aforementioned milestones.

When the Authority issued the suspension notice to David Evans, it halted all work at sites impacted by the suspension. However, in light of the authorization and lifting of the suspension notice, David Evans is required to provide expedited work to ensure completion by July 31, 2020. Such work includes, but is not limited to, preparing exhibits that assist in achieving site access agreements and permitting clearances; securing and paying for permits necessary to build the sites as well as expedited fees for such permits; addressing jurisdictional review comments (e.g. Department of Public Works); and addressing owner directed changes that may arise and would impact construction drawings previously prepared.

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

The total not-to-exceed increased amount of \$100,000 for this work contemplated in Amendment No. 1 will be funded by the Broadband Technologies Opportunity Program

Grant (BTOP) grant contemplated in LA-RICS' Adjusted Adopted Fiscal Year 2020-21 Operating Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

D:\DAVID EVANS (LA-RICS 013)\Amendments\Amendment 1\DEA Amendment 1 Board Letter\_07-02-20v3.docx

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER ONE  
TO AGREEMENT NO. LA-RICS 013 FOR LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY  
ENGINEERING DESIGN AND RELATED SERVICES**

**Recitals**

This Amendment Number One ("Amendment No. 1") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and David Evans and Associates, Inc. ("Consultant"), effective as of July \_\_\_\_, 2020, based on the following recitals:

WHEREAS, Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of October 12, 2018 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Authority and Consultant desire to amend the Agreement to revise Attachment 3 (Schedule of Prices) to increase to the Maximum Not-To-Exceed Contract Sum by \$100,000 from \$2,600,400 to \$2,700,400 to account for additional design work and permitting fees; and make other certain changes as set forth in this Amendment No. 1.

WHEREAS, This Amendment No. 1 is authorized under Paragraph 49 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

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

2. Increase for PSBN Round 2 Work.

The parties agree and acknowledge that the Consultant will assist the Authority in securing additional permits, documentation necessary to secure site access agreements, and completing additional engineering design and redesign work pursuant to Agreement No. LA-RICS 013 by July 31, 2020.

3. Amendments to Agreement.

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

3.a Payments for the work accomplished shall be made upon verification and acceptance of such work by Executive Director, as stated in the Attachment 3 (Schedule of Prices) dated July 2020, up to a maximum contract amount of \$2,700,400. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Director.

4. Amendments to Appendices and Attachments.

Attachment 3 (Schedule of Prices) to the Agreement is hereby deleted in its entirety and is replaced by Attachment 3 (Schedule of Prices), dated July 2020, attached to this Amendment No. 1 and incorporated herein by this reference to reflect changes in the contract value.

5. This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:

5.1 An authorized officer of Consultant has executed this Amendment No. 1;

5.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 1, if required;

5.3 Los Angeles County Counsel has approved this Amendment No. 1 as to form; and

5.4 The Executive Director of the Authority has executed this Amendment No. 1.

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

7. Consultant and the person executing this Amendment No. 1 on behalf of Consultant represent and warrant that the person executing this Amendment No. 1 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 1, and that all requirements of Consultant to provide such actual authority have been fulfilled.

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

9. This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

DAVID EVANS AND ASSOCIATES, INC.

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

Executive Director

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

President

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By \_\_\_\_\_

Principal Deputy County Counsel



## SCHEDULE OF PRICES (JULY 2020)

COLLOCATION SITE		
Deliverable		Amount
1.	Site Sketch	\$ 22,300
2.	Zone Drawing	\$ 6,500
3.	50% Construction Drawing	\$ 18,400
4.	75% Construction Drawing	\$ 16,700
5.	100% Construction Drawing (inclusive of all responses to jurisdictional review comments such that the Building Permit is ready for issuance)	\$ 8,200
6.	Final As-built Drawings	\$ 9,100
7.	Geotech Field Work (inclusive of Resistivity Test)	\$ 4,000
Total Cost Per Collocation Site:		\$ 85,200
Total Cost Per LA-RICS Site		\$ 67,400

RAW LAND SITE		
Deliverable		Amount
1.	Site Sketch	\$ 22,300
2.	Zone Drawing	\$ 4,500
3.	50% Construction Drawing	\$ 19,400
4.	75% Construction Drawing	\$ 16,700
5.	100% Construction Drawing (inclusive of all responses to jurisdictional review comments such that the Building Permit is ready for issuance)	\$ 8,200
6.	Final As-built Drawings	\$ 9,100
7.	Geotech Field Work (inclusive of Resistivity Test)	\$ 4,000
Total Cost Per Raw Land Site:		\$ 84,200

ROOFTOP SITE		
Deliverable		Amount
1.	Site Sketch	\$ 16,000
2.	Zone Drawing	\$ 8,500
3.	50% Construction Drawing	\$ 17,000
4.	75% Construction Drawing	\$ 19,600
5.	100% Construction Drawing (inclusive of all responses to jurisdictional review comments such that the Building Permit is ready for issuance)	\$ 11,000
6.	Final As-built Drawings	\$ 9,100
Total Cost Per Rooftop Site:		\$ 81,200

**ATTACHMENT 3***Amended and Restated under Amendment No. 1*

<b>MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT</b>		
<b>Deliverable</b>		<b>Amount</b>
1.	Total Amount for all Site Type Deliverables	\$ 2,400,400
2.	Total Amount for Related Services and Special Assignments	\$ 100,000
3.	Total Amount Reimbursable for Permitting/Applications	\$ 100,000
4.	Amount applicable to any Work under the Agreement	\$100,000
<b>TOTAL MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT:</b>		<b>\$ 2,700,400</b>

<b>HOURLY RATES</b>		
<b>Position</b>		<b>Rate</b>
1.	Program Manager	\$ 225
2.	Lead Project Manager	\$ 215
3.	Project Manager	\$ 205
4.	Civil Engineer	\$ 165
5.	Electrical Engineer	\$ 175
6.	Mechanical Engineer	\$ 175
7.	Structural Engineer	\$ 135
8.	Architect	\$ 135
9.	Landscape Architect	\$ 165
10.	Supplemental Specialized Technical Consultant	\$ 175

<b>COST FOR CERTAIN WORK</b>		
<b>Description</b>		<b>Amount</b>
1.	1A Surveys*	\$ 750
2.	Geotech Field Work (inclusive of Resistivity Test)*	\$ 4,000
3.	Geotech Report	\$1,545
4.	Title Reports	\$ 1,600
5.	Tower Mapping	\$ 2,000 - \$ 5,000
6.	Laser Scanning	\$ 3,000
7.	Unmanned Aerial Vehicle (UAV) Drone Survey	\$ 3000
8.	Mechanical Engineering Services:	
	50% Construction Drawings	\$ 1,750

## ATTACHMENT 3

*Amended and Restated under Amendment No. 1*

COST FOR CERTAIN WORK		
Description		Amount
	75% Construction Drawings	\$ 3,500
	100% Construction Drawings	\$ 2,150
9.	New Electrical Service	\$ 5,500
10.	Structural Calculations for existing antenna support structure at a Rooftop Site	\$ 2,200

**\*Note:** The cost for this work shall be included in the base Deliverable prices set forth above (i.e. Collocation Site, Raw Land Site, and Rooftop Site). However, in the event this work is required in the future, the cost shall be acknowledged here in this Attachment 3 (Schedule of Prices).



## 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

July 9, 2020

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

Dear Directors:

### **APPROVE SUBLICENSES, CONSENTS TO SUBLICENSES, AND SITE ACCESS AGREEMENTS WITH LOS ANGELES COUNTY AND AT&T-NEW CINGULAR WIRELESS**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to execute in substantially similar form, (1) Sublicenses and Consents to Sublicenses for three Los Angeles County (County) sites: Cerro Negro 2 (CRN2), Los Angeles County Fire Department Del Valle 2 (LACFDEL2) and Sheriff Monte Vista STAR Center 2 (MVS2) occupied by LA-RICS for its Long Term Evolution Round 2 project (LTE2 Project); and (2) Site Access Agreements (SAAs) authorized under U.S. Department of Agriculture Forest Service (USDAFS) Communications Use Leases with the Authority for five (5) USDAFS sites: Portal Ridge (PRG2), Loop Canyon (LPC2), Whitaker Ridge (WTR2); Whitaker Middle Peak (WMP2) and Magic Mountain Link (MML2), with New Cingular Wireless PCS, LLC, a wholly-owned, indirect subsidiary of AT&T Inc. (AT&T-NCW). All eight (8) sites are Land Mobile Radio (LMR) sites for the Authority, as well as Long Term Evolution Round 2 (LTE2) project colocation sites. The federally grant funded LTE2 equipment at these sites will be used as part of the First Responder Network Authority's (FirstNet's) Nationwide Public Safety Broadband Network (NPSBN).

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Find that approval and execution of the Sublicense/Consent to Sublicense agreements summarized in Enclosure 1 for three sites to allow AT&T-NCW to

**AGENDA ITEM N**

access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these three sites is within the scope of the activities previously authorized by your Board on October 3, 2019, for Site CRN2, on January 15, 2020 for Site LACFDEL2, and on January 24, 2019, for Site MVS2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.

2. Find that approval and execution of the SAAs authorized under the USDAFS Communications Use Leases with the LA-RICS Authority for the five USDAFS sites summarized in Enclosure 1 to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install and repair LTE equipment and infrastructure for the FirstNet NPSBN at these five (5) sites is within the scope of the activities previously authorized by your Board on January 24, 2019 for Sites PRG2, LPC2, WTR2, WMP2 and MML2, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304 and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE2 equipment and infrastructure for the NPSBN within the boundaries of these sites that may occur as result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons set forth in this letter and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.
3. Approve and delegate authority to the Executive Director to negotiate and execute in substantially similar form, as summarized in Enclosure 1, the real estate documents for these eight (8) sites to be used as part of the NPSBN at the applicable sites, with approval as to form by Counsel to the Authority.
4. Authorize the Executive Director to negotiate and execute any other ancillary documentation or future amendments, approved as to form by Counsel to the Authority, which are necessary to effectuate these agreements and the activities permitted under these agreements.

## **BACKGROUND**

As you may recall, LA-RICS Authority used approximately \$150 million in federal grants from the Department of Commerce's Broadband Technology Opportunity Program (BTOP) administered by NTIA to build its LTE System (which include these eight (8) sites), which is operated on FirstNet's 700 MHz public safety broadband spectrum (Band Class 14). Pursuant to the Middle Class Tax Relief and Job Creation Act of 2012, which mandated the creation of the NPSBN as well as applicable BTOP grant requirements, LA-RICS will be assigning its twenty (20%) percent interest in the remaining LTE2 infrastructure at the subject sites to FirstNet's vendor, AT&T-NCW, with the federal government still retaining eighty (80%) percent of the remaining interest, for use in the NPSBN. The eight (8) real estate agreements for access will not be effective until the federal grantor approves the asset transfer to AT&T-NCW.

AT&T-NCW needs to be able to access these sites and operate and maintain the LTE2 equipment, and will use the eight (8) sites in a manner consistent with its priority and preemption solution as provided for in its FirstNet contract for the NPSBN, which includes utilizing Band Class 14 as well as other spectrum bands that AT&T operates.

Delegation to the Executive Director to execute agreements that allow access rights at the eight (8) subject sites to AT&T-NCW via the SAAs and Sublicenses and Consent to Sublicenses will be used to transfer the LTE2 access rights associated with the LTE2 equipment to AT&T, while LA-RICS will continue to have access rights at these eight (8) sites to operate its Land Mobile Radio (LMR) System.

Finally, this request to your Board is similar to the Board's December 12, 2017 prior approval of access for twenty-eight (28) previous LA-RICS Authority sites to AT&T-NCW for use in the NPSBN.

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

The purpose of the recommended actions is to make the environmental findings that the approval and execution of the Sublicenses and Consents to Sublicenses for Sites CRN2, LACFDEL2 and MVS2 with the County of Los Angeles and AT&T-NCW is within the scope of the activities previously authorized by your Board on October 3, 2019, January 15, 2020, and January 24, 2019, respectively, which your Board found categorically exempt under CEQA. The Board will also make the environmental findings that the approval and execution of the Site Access Agreements for five U.S. Forest Service Sites PRG2, LPC2, WTR2, WMP2 and MML2 is within the scope of activities previously authorized by your Board on January 24, 2019.

The recommended action will also allow the Executive Director to execute agreements that allow access rights at the eight (8) subject sites to AT&T-NCW, the federal contractor for the FirstNet NPSBN. The Sublicenses and Consents to Sublicenses will not be



executed until the federal grantor, the National Telecommunications and Information Administration (NTIA), approves the asset transfer of the LTE2 equipment at these sites to AT&T-NCW for use in the NPSBN. These Sublicenses and Consents to Sublicenses with AT&T-NCW are needed as part of the final closeout of the grant performance period for the LA-RICS Authority's LTE2 Project.

Additionally, the eight (8) real estate agreements are being used to transfer the LTE2 access rights associated with the LTE2 equipment to AT&T-NCW, while LA-RICS Authority will continue to have access rights at the eight (8) sites to operate its Land Mobile Radio (LMR) System. Aside from previously approving these eight (8) sites for use in the LTE2 Project, your Board had also previously approved site access agreements (SAAs) and special use permits (SUPs) with the County of Los Angeles and US Forest Service respectively for use of these eight (8) sites for its LMR System. The approval and execution of the Sublicense and Consent to Sublicense agreements with AT&T-NCW will allow the LTE2 infrastructure constructed by LA-RICS Authority on its LMR towers to become part of the NPSBN and continue to provide interoperable public safety communications to the Los Angeles region.

## **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, your Board determined on October 3, 2019, January 15, 2020 and January 24, 2019, the construction, implementation, operation and maintenance of LTE2 System at Sites CRN2, LACFDEL2, MVS2, PRG2, LPC2, WTR2, WMP2 and MML2, respectively are categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304. These determinations are based on a detailed analysis available in the record of the project, which is incorporated in relevant part into the record of proceedings of the Authority for these sites.

The LTE2 infrastructure and communication equipment proposed at these eight (8) subject sites consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301). The work contemplated at these sites also consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303). The work contemplated at these sites also consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at these sites triggers any applicable exceptions to the identified categorical exemptions. (Guidelines § 15300.2.) Specifically, the LTE2 System work at these eight (8) sites would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or

local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the LTE2 System work at these sites will have a significant effect on the environment due to unusual circumstances; the LTE2 System work at these sites would not result in damage to scenic resources within a highway officially designated as a state scenic highway; these sites are not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and the LTE2 System work at these sites would not cause a substantial adverse change in the significance of a historical resource.

Additionally, any work occurring to operate, maintain, upgrade, supplement, construct, install, and repair the LTE2 equipment for the NPSBN at (these sites), as a result of this action is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since it would potentially involve only minor alteration of existing facilities, mechanical or telecommunications equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and, is therefore, within certain classes of projects that have been determined not to have a significant effect on the environment. There would be negligible to no expansion of use associated with this activity. Further, any maintenance or upgrade work would not include the removal of healthy, mature scenic trees nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on the project records.

There have been no changes to the project analyzed or to the circumstances under which the project is undertaken since the Board previously considered and approved activities at these sites that would result in new significant effects or a substantial increase in the severity of previously identified significant effects or the need for additional mitigation, or the need for new findings under CEQA.

The LTE2 System work at these sites have undergone parallel federal environmental review under the National Environmental Policy Act (NEPA), and NTIA has issued an amended Finding of No Significant Impact (FONSI) for the LTE2 project inclusive of these eight (8) sites dated January 16, 2020.

### **FISCAL IMPACT/FINANCING**

The granting of non-exclusive access to AT&T-NCW on the Sublicenses/Consents to Sublicenses will be on a gratis basis, and to the extent AT&T-NCW needs additional space, it may require Los Angeles County to enter into a separate agreement with A&T-NCW for rental terms subject to the Wireless Telecommunication Market Lease pricing. LA-RICS Authority is responsible for reimbursing the Chief Executive Office Real Estate Division for administrative costs incurred to process the proposed Sublicenses/Consents to Sublicenses. AT&T may also be responsible to pay the USDAFS fees for use of the five USDAFS sites. AT&T-NCW will be responsible for adhering to the same terms as

LA-RICS Authority including payment of utilities where applicable, maintenance obligations, insurance and indemnity requirements.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed Sublicense and Consent to Sublicense Agreement and the associated recommended actions and has approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, Notices of Exemptions will be filed with the Registrar-Recorder/County Clerk for Sites CRN2, LACFDEL2, MVS2, PRG2, LPC2, WTR2, WMP2 and MML2.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

WST:ja

Enclosure

c: Counsel to the Authority

## SUBLICENSE AGREEMENT FOR MVS

THIS SUBLICENSE AGREEMENT FOR MVS (this "**Sublicense Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 between THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "**LA-RICS AUTHORITY**" (or "**Sublicensor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as "**AT&T-NCW**," (or "**Sublicensee**"). Each party may individually be referred to as a "**Party**," and collectively, the "**Parties**".

### **RECITALS:**

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

**WHEREAS**, in December 23 2015, the County of Los Angeles ("**County**"), as licensor, and LA-RICS AUTHORITY, as licensee, entered into LMR Site Access Agreement ("**SAA**") COL-833 for the Los Angeles County Sheriff's Department Monte Vista (Star Center) ("**MVS**"), under which LA-RICS AUTHORITY has the right to use a portion of County-owned or County-controlled property for use as a Land Mobile Radio ("**LMR**") broadband communication site. A complete copy of the Original SAA is attached to this Sublicense as **Attachment 1**;

**WHEREAS**, on December 10, 2019, the Original SAA was amended the MVS site to allow col-location of a Long Term Evolution ("**LTE**") telecommunication sit, with such amendment included as part of **Attachment 1**;

**WHEREAS**, on March 30, 2017, the First Responder Network Authority ("**FirstNet**"), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, announced the award of a contract (the "**FirstNet NPSBN Contract**") to AT&T Corp., on behalf of itself and its subsidiaries or entities that are controlled by AT&T Corp., or by AT&T Corp.'s parent company, AT&T Inc. (hereinafter referred to collectively as "**AT&T**;" and AT&T-NCW is one of the entities composing the immediately preceding definition of AT&T) to build and operate the FirstNet National Public Safety Broadband Network ("**FirstNet NPSBN**");

**WHEREAS**, this Sublicensed Site (as defined below), located on a LA-RICS Authority's [70 foot monopole] (the "**LA-RICS Tower**") and related infrastructure located at the public-safety grade NPSBN site commonly known as MVS, located at 11515 Colima Rd, Whittier, CA 93550 (the "**Real Property**"), will be incorporated into the federal First Responder Network Authority's ("**FirstNet**") National Public Safety Broadband Network ("**NPSBN**") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries

including New Cingular Wireless PCS, LLC, (collectively, "**AT&T**"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("**NOAA Grants Office**") and National Telecommunications and Information Administration ("**NTIA**");

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

**WHEREAS**, upon approval from the NOAA Grants Office and/or NTIA, AT&T-NCW is willing to accept and exercise the grant of this License for use of the site located on the Real Property in accordance with the terms and conditions prescribed herein;

**WHEREAS**, pursuant to Section 25 (Assignment) of the SAA this Sublicense Agreement shall not become effective until County provides its written consent, such consent is anticipated to be provided concurrent with execution of this Sublicense Agreement and shall be incorporated herein by reference and will be attached to this Sublicense Agreement as **Attachment 2**; and

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

1. **SUBLICENSED SITE**

1.01 LA-RICS AUTHORITY hereby sublicenses to AT&T-NCW and AT&T-NCW hereby accepts from LA-RICS AUTHORITY 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, for the purpose of installing, constructing, connecting, modifying, using, operating, monitoring, maintaining, repairing, replacing, supplementing and upgrading a communications facility on the LA-RICS Tower and on associated ground space for currently existing LTE equipment located at MVS, consisting of the parcels of land shown on Exhibit A (Site Description) of the SAA at Attachment 1 attached hereto and incorporated herein by this reference (the "**Sublicensed Site**").

1.02 AT&T-NCW acknowledges its personal inspection of the Sublicensed Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. AT&T-NCW accepts the Sublicensed Site in its as-is condition with no duty to investigate, and LA-RICS AUTHORITY makes no warranty, express or implied, as to the suitability of the Sublicensed Site or the Real Property for AT&T-NCW'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 AT&T-NCW, and its authorized contractors and agents may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Sublicensed Site at AT&T-NCW's expense in accordance with all of the terms and conditions of this Sublicense Agreement.

1.04 AT&T-NCW hereby acknowledges the legal right of possession of the LA-RICS AUTHORITY or its successors in the Real Property granted pursuant to the SAA and covenants and agrees never to assail, contest, or resist said right of possession.

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

1.06 AT&T-NCW hereby acknowledges that the Real Property is occupied by the LA-RICS AUTHORITY pursuant to the SAA. Accordingly, it is understood and recognized that this Sublicense Agreement constitutes a sublicense, and that this Sublicense Agreement shall be subject in all respects to the terms of, and the rights of County as licensor under the SAA, as set forth in the SAA, including but not limited to any County rights to lease or license space on the LA-RICS Tower located at the Sublicensed Site. The terms and conditions of the SAA insofar as they relate to the Real Property or the Sublicensed Site, subject to the terms set forth in this Section 1 (Sublicensed Site), are made a part of and incorporated into this Sublicense Agreement as if recited herein in full. Consistent with the SAA, this Sublicense Agreement shall comply with and be subject to all of the terms covenants, and conditions of the SAA. In the event of conflict between the terms of the SAA and the terms of this Sublicense Agreement the SAA shall control. LA-RICS AUTHORITY represents and warrants that it is not in default under the SAA, and that LA-RICS AUTHORITY has not received any notice of default under the SAA. In the event that LA-RICS AUTHORITY contemplates voluntarily terminating the SAA or modifying the SAA in a manner materially adverse to AT&T-NCW, LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of such contemplated action. LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of any termination effected by LA-RICS AUTHORITY as provided in this Section, and in no event shall such termination be effective prior to the date that is one (1) year from the date that written notice of such termination was provided to AT&T-NCW. LA-RICS AUTHORITY shall promptly provide written notice of any event of default or termination notice LA-RICS AUTHORITY receives from the County. Notwithstanding anything to the contrary contained in this Sublicense Agreement, neither the making nor the acceptance of this Sublicense Agreement shall: (a) constitute a waiver or release by any Party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Transfer Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the Transfer Agreement. In the event of any dispute between the terms hereof and the Transfer Agreement, the terms of the Transfer Agreement shall control.

## 2. PURPOSE AND USE

2.01 The sole purpose of this Sublicense Agreement is to allow AT&T-NCW to access and use the Sublicensed Site for the installation, operation, maintenance, and repair of a communications facility ("**AT&T-NCW Communications Facility**") for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet

thereunder (the "**FirstNet NPSBN Solution**"), and as otherwise provided in accordance with this Section 2 (Purpose and Use) and the terms and conditions of this Sublicense Agreement. For clarity, in order to provide the FirstNet NPSBN Solution, Licensee shall not be limited in its use of the Sublicensed Site to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum as long as Band Class 14 is also used at the Sublicensed Site, unless otherwise agreed to by LA-RICS AUTHORITY, or (d) to the use of any specific type of communications equipment. However, with respect to (a) through (d), and unless the LA-RICS AUTHORITY and County has otherwise previously approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable):

- (i). The technology or communications equipment must use the spectrum for the FirstNet NPSBN Solution;
- (ii). Sublicensee's communications equipment at the Sublicensed Site will not exceed, following the Effective Date of this Sublicense Agreement, the (1) footprint of the concrete pad for the eNodeB, (2) the footprint of the LA-RICS Tower, (3) the existing height of the LA-RICS Tower, or (4) the vertical and horizontal dimensions occupied by the AT&T-NCW Communications Facility as of July 1, 2018 on the LA-RICS Tower; and
- (iii). Sublicensee will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.02 AT&T-NCW shall not make commercial (non-public safety) use of the Sublicensed Site without the written consent of LA-RICS Authority and County, which if approved, will be subject to a rent or revenue share agreement payable directly to Licensor set at the prevailing market rates for the region.

2.03 Since the AT&T-NCW Communications Facility is collocated with the LA-RICS AUTHORITY's equipment and installations at the Sublicensed Site, no changes to the AT&T-NCW Communications Facility or the Sublicensed Site may be made by AT&T and AT&T-NCW unless the LA-RICS AUTHORITY has approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable).

2.04 Sublicensee (and/or its employees, agents, vendors, escorted invitees, the First Net Parties and/or other agents): (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade the AT&T-NCW Communications Facility which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) of the SAA attached at Attachment 1 hereto and incorporated herein by this reference and other related materials as may be deemed necessary by Sublicensee in accordance with and subject to the terms and conditions of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), and (b) shall be allowed access over, through and across the Sublicensed Site comprising the Real Property for ingress to and egress from the Sublicensed Site 24 hours per day, 7 days per week subject to compliance with the policies and procedures for access attached hereto as Attachment 3 (Access). The Sublicensed



Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**"). As used herein, all references to any "vendor(s)" of Sublicensee shall be deemed to mean and refer to any number of Sublicensee's contractors, subcontractors and/or vendors, including without limitations Motorola Solutions, Inc. AT&T-NCW shall ensure that all usage of the Sublicensed Site and/or the Real Property hereunder, is in compliance with all terms and conditions of this Sublicense Agreement.

2.05 Nothing contained in this Sublicense Agreement shall be deemed or construed in any way to limit the LA-RICS AUTHORITY's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the Sublicensed Site; provided, however, that such LA-RICS AUTHORITY shall not include the exercise of any right or power that would interfere with the AT&T-NCW Communications Facility.

3. **APPROVALS/DESIGN REVIEW**

The parties acknowledge that LA-RICS AUTHORITY currently uses, and will continue to use, the Sublicensed Site as a LMR communication site as part of the LA-RICS LMR System (the "**LA-RICS LMR System**"); as such AT&T-NCW shall follow the requirements set forth herein when making changes or alterations to the AT&T-NCW Communications Facility.

4. **TERM**

The initial term ("**Initial Term**") of the Sublicense Agreement shall commence upon full execution of this Sublicense Agreement ("**Commencement Date**") and shall continue so long as AT&T and AT&T-NCW continues to utilize Band Class 14 spectrum at the Sublicensed Site, until the expiration or earlier termination of the FirstNet NPSBN Contract, at which time this Sublicense Agreement will expire, unless this Sublicense Agreement is sooner terminated (a) by AT&T-NCW or (b) by LA-RICS AUTHORITY pursuant to Section 28 (Default), or (c) the termination of the SAA.

5. **CONSIDERATION**

The consideration for the use granted herein shall be AT&T-NCW's compliance with all of the terms and conditions of this Sublicense Agreement and the provision of FirstNet services and coverage. In the event the Sublicensor and Licensor approves commercial use of the Sublease Site, such use shall be conditioned on additional consideration as provided in Section 2.02.

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

County as Licensor under the SAA and LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for AT&T-NCW's proposed installation or alterations of the equipment comprising the AT&T-NCW Communications Facility (not including "like-kind" replacements). In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment and the Sublicensed Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to AT&T-NCW (except in cases of emergency pursuant to Section 14 hereof (Emergency Access))

and, at AT&T-NCW's option, AT&T-NCW may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection of or access to a Sublicensed Site. AT&T-NCW shall not commence installation of equipment or alteration of a Sublicensed Site, or any portion thereof, until the County and LA-RICS AUTHORITY have reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Sublicense Agreement, including without limitation Sections 3 and 8 hereof. County and LA-RICS AUTHORITY's review and approval of the plans shall not release AT&T-NCW from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. AT&T-NCW shall be responsible for notifying the County and LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. AT&T-NCW shall not cause or permit any change of any equipment installed by AT&T-NCW on a Sublicensed Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List) of the SAA at Attachment 1, but not including "like-kind" replacements, except after the County and LA-RICS AUTHORITY has been provided an opportunity to review and approve, such plans and specifications.

Notwithstanding the foregoing, County and LA-RICS AUTHORITY's review and approval of the use of additional frequencies/spectrum bands is limited to screening for potential interference issues and that Band Class 14 continues to be used at the Sublicensed Site, and such approval shall not be unreasonably denied.

AT&T-NCW, prior to commencement of any activity the Sublicensed Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will comply with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

## **7. OPERATION**

AT&T-NCW shall install, operate and modify the AT&T-NCW Communications Facility at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof, and such installation, operation and modification shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by LA-RICS AUTHORITY, including for the LA-RICS LMR System. AT&T-NCW 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 AT&T-NCW Communications Facility shall be clearly identified with AT&T-NCW's address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the AT&T-NCW Communications Facility in plain view.

AT&T-NCW agrees that LA-RICS AUTHORITY 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 AT&T-NCW's operations already in place or a future use previously approved by the County and/or the LA-RICS AUTHORITY, as provided for pursuant to this Sublicense Agreement and subject to County approval. Any third party granted rights by the LA-RICS AUTHORITY shall be required to comply with all applicable noninterference rules of the FCC. In the event that any third party user approved by LA-RICS

AUTHORITY at any portion of the Real Property causes impermissible interference with the Sublicensee's operations as provided for pursuant to this Sublicense Agreement, Sublicensee with notify LA-RICS AUTHORITY of such interference, and LA-RICS AUTHORITY will then notify and require the third-party user to resolve the interference issues.

LA-RICS AUTHORITY reserves the right, at its expense, and subject to County approval, to install on the Real Property its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "**LA-RICS AUTHORITY Facilities**") so long as the installation of said LA-RICS AUTHORITY Facilities does not interfere with AT&T-NCW's operations already in place or a future use previously approved by the County and/or the LA-RICS AUTHORITY, or AT&T-NCW's rights under this Sublicense Agreement. AT&T-NCW and LA-RICS AUTHORITY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the LA-RICS AUTHORITY Facilities.

AT&T-NCW accepts the Sublicensed Site in an "as is" condition as of the date of full execution of this Sublicense Agreement. AT&T-NCW may, at its sole cost and expense, in accordance with and subject to the terms of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), perform installations, construction, connections, modifications, monitoring, maintenance, repairs, additions to, upgrades, and replacements of its equipment as necessary and appropriate for its ongoing business, including without limitation, providing for the FirstNet NPSBN and has the right to do all work necessary to maintain the Sublicensed Site to accommodate AT&T-NCW's infrastructure, shelter, equipment, and related improvements and as required for AT&T-NCW's operations of the AT&T-NCW Communications Facility at the Sublicensed Site, including any structural upgrades required to accommodate AT&T-NCW's infrastructure, shelter, equipment and related improvements on the Sublicensed Site.

#### 8. **ALTERATIONS**

Sublicensee shall make no renovations, alterations or improvements to the Sublicensed Site or the Real Property other than to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, upgrade and operate the AT&T-NCW Communications Facility in accordance with the documentation attached hereto as Exhibits A, B, and C to the SAA at Attachment 1 and/or as permitted elsewhere herein, without providing prior written notice to County and LA-RICS AUTHORITY, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof. Notwithstanding the foregoing, however, it is understood and agreed that Sublicensee shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of "like-kind" (equipment replacement with equipment of similar dimensions and at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the County and LA-RICS AUTHORITY; and (b) consistent with providing the FirstNet NPSBN Solution as long as it meets the requirements of Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) (as applicable); and/or (c) and/or that may be required as a result of FCC rules or regulations, after providing notice to the County and LA-RICS AUTHORITY. Sublicensee

agrees: (i) to submit to the County and LA-RICS AUTHORITY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County and LA-RICS AUTHORITY covering proposed alterations by Sublicensee, (ii) to discuss with County and LA-RICS AUTHORITY the parties concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by Sublicensee shall be performed in accordance with the plans provided to the County and LA-RICS AUTHORITY.

9. **MAINTENANCE**

LA-RICS AUTHORITY shall be responsible for maintenance of the Sublicensed Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The Sublicensed Site shall be kept neat and clean by AT&T-NCW and ready for normal use by LA-RICS AUTHORITY and other users. Should AT&T-NCW fail to accomplish this, following 30 days written notice from LA-RICS AUTHORITY, LA-RICS AUTHORITY may perform the work and AT&T-NCW shall pay the cost thereof upon written demand by LA-RICS AUTHORITY.

AT&T-NCW shall be responsible for the timely repair of all damage to the Sublicensed Site or the Real Property caused by the negligence or willful misconduct of AT&T-NCW, its employees, contractors, agents or business vendors. Should AT&T-NCW fail to promptly make such repairs after thirty (30) days written notice from LA-RICS AUTHORITY, LA-RICS AUTHORITY may have repairs made and AT&T-NCW shall pay the cost thereof upon written demand by LA-RICS AUTHORITY.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of AT&T-NCW's equipment including without limitation the AT&T-NCW Communications 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 AT&T-NCW's equipment, including but not limited to the County of Los Angeles Building Code.

AT&T-NCW shall remove any debris to the extent resulting from installation, construction, maintenance, operation and repair on the Sublicensed Site by AT&T-NCW and its authorized agents and contractors. In the event that AT&T-NCW fails to remove such debris from the Sublicensed Site, LA-RICS AUTHORITY shall provide written notice to AT&T-NCW and allow AT&T-NCW ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, LA-RICS AUTHORITY shall cause such debris to be removed and invoice AT&T-NCW for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, AT&T-NCW, and its authorized agents and contractors shall:

(a) Comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY and County.

(b) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Sublicensed Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by LA-RICS AUTHORITY 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 AT&T-NCW Communications Facility and any and all fixtures and personal property belonging to AT&T-NCW that are installed or placed within the Sublicensed Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors.

## 12. **RELOCATION**

12.01 LA-RICS AUTHORITY or County shall have the right to request relocation of the AT&T-NCW Communications Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("**Alternate Site**") subject to County approval, and provided:

(a) the Alternate Site: (i) is substantially similar to AT&T-NCW's current Sublicensed Site in size, (ii) is compatible with AT&T-NCW's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the AT&T-NCW Communications Facility or the LA-RICS system or equipment;

(b) The party initiating the relocation, LA-RICS AUTHORITY or County, shall pay all costs incurred by AT&T-NCW for relocation of AT&T-NCW's equipment from the Sublicensed Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the Sublicensed 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 AT&T-NCW's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give AT&T-NCW at least six (6) months written notice before requiring relocation; and

(d) AT&T-NCW's use of the AT&T-NCW Communications Facility in question will not be materially interrupted and AT&T-NCW shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

## 13. **ACCESS TO SUBLICENSED SITE**

LA-RICS AUTHORITY hereby grants to AT&T-NCW and its employees, agents, vendors, escorted invitees, the FirstNet Parties and other agents a nonexclusive right to use, at its

sole risk, during the term and option period of this Sublicense Agreement, the access which serves the Sublicensed Site ("**Access**"). AT&T-NCW, on behalf of itself and its employees, agents, vendors, escorted invitees, the First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. AT&T-NCW shall provide LA-RICS AUTHORITY and County with notice of all of its representatives or agents who are authorized to access the Sublicensed Site pursuant to this Section. AT&T-NCW shall document the condition of the Access prior to the execution of this Sublicense Agreement by means of photographs to be provided at AT&T-NCW's cost.

AT&T-NCW acknowledges and agrees that occasions may arise requiring AT&T-NCW 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) after a storm or heavy rainfall. AT&T-NCW hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from LA-RICS AUTHORITY, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to AT&T-NCW by LA-RICS AUTHORITY upon at least thirty (30) days' notice. Notwithstanding the foregoing, AT&T-NCW's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY LA-RICS AUTHORITY**

LA-RICS AUTHORITY and its authorized agents may access the Sublicensed Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the Sublicensed Site or to interrupt or terminate AT&T-NCW's transmission(s) from the Sublicensed Site should AT&T-NCW be unable or unwilling to respond to LA-RICS AUTHORITY's request to take immediate action to correct any deficiency which threatens LA-RICS AUTHORITY's operation on the Sublicensed Site, provided that LA-RICS AUTHORITY shall endeavor to provide a 24-hour prior notice to AT&T-NCW and shall access the Sublicensed Site in the presence, if possible, of an AT&T-NCW representative, if provided by AT&T-NCW. Notwithstanding the foregoing, LA-RICS AUTHORITY shall not be required to provide notice to AT&T-NCW prior to entering the Sublicensed Site due to an emergency; provided, however, that under no circumstance shall the LA-RICS AUTHORITY access AT&T-NCW's equipment cabinets. LA-RICS AUTHORITY shall use its best efforts to minimize any inconvenience or disturbance to AT&T-NCW when entering the Sublicensed Site. AT&T-NCW shall reimburse LA-RICS AUTHORITY within thirty (30) days of receipt of LA-RICS AUTHORITY's written request for LA-RICS AUTHORITY's actual costs to correct any deficiency that is corrected by LA-RICS AUTHORITY pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

**15.01 No Interference.** AT&T-NCW shall not use the Sublicensed 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 LA-RICS AUTHORITY or LA-RICS AUTHORITY's agents, invitees or other Sublicensees or users who may occupy portions of the Real Property at the time this Sublicense Agreement is entered into. AT&T-NCW shall be responsible for electromagnetic compatibility of AT&T-NCW's equipment with existing and future equipment at the Real Property.

**15.02 Interference With Public Safety Systems.** In the event of any interference with County's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by AT&T-NCW's equipment or operations, AT&T-NCW shall be immediately notified by LA-RICS AUTHORITY of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

**15.03 Interference With Non-Public Safety Systems.** In the event AT&T-NCW's operations or equipment cause interference with non-public safety-related systems of County or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to AT&T-NCW and LA-RICS promptly meet with LA-RICS AUTHORITY to cooperatively discuss and reach agreement on how such interference will be resolved. LA-RICS AUTHORITY agrees that LA-RICS AUTHORITY 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 AT&T-NCW.

**15.04 Interference During Emergency.** If any measurable interference caused by AT&T-NCW's equipment with LA-RICS AUTHORITY's electronic equipment during an emergency incident occurs, AT&T-NCW will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of AT&T-NCW's interfering equipment at the Sublicensed Site upon being notified by LA-RICS Authority of such interference. Following such notification, the Parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

**15.05 Compliance With Law.** AT&T-NCW 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. AT&T-NCW 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 Sublicensed Site. AT&T-NCW 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 AT&T-NCW's equipment alone and not in combination with others. Where AT&T-NCW's equipment, in combination with other, exceed or violates such standards, AT&T-NCW shall reasonably cooperate with LA-RICS AUTHORITY and with other relevant parties to mitigate such violations in a timely manner.

## 16. UTILITIES

AT&T-NCW, at its sole cost and expense, shall have the option to maintain the current utility service line, or install its own utility service line required for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the AT&T-NCW Communications Facility on the Sublicensed Site as of \_\_\_\_\_, 2020.



17. **HOLD HARMLESS AND INDEMNIFICATION**

AT&T-NCW agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY, County, 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 AT&T-NCW'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 AT&T-NCW by any person pursuant to this Sublicense Agreement.

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless AT&T-NCW and its directors, officers, agents, 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 LA-RICS AUTHORITY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of LA-RICS AUTHORITY's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting AT&T-NCW's obligations to LA-RICS AUTHORITY and County, AT&T-NCW shall provide and maintain, at its own expense during the term of this Sublicense Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, , and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Sublicense Agreement. Such evidence shall specifically identify this Sublicense Agreement. AT&T-NCW shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. The required commercial general liability insurance and automobile liability insurance shall include the LA-RICS AUTHORITY and the County as an additional insured by endorsement as respects this Agreement (except for the Worker's Compensation Insurance and property coverage). AT&T-NCW may self-insure any of the insurance required under this Sublicense Agreement. AT&T-NCW will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by AT&T-NCW of its contractor/subcontractor, shall include the LA-RICS AUTHORITY and the County as an additional insured as respects this Agreement.

(a) Commercial General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY or the County, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS AUTHORITY and the County as an additional insured by endorsement as respects this Agreement, and shall include, but not be limited to:

(1) Commercial general liability insurance endorsed for ongoing-operations, products/completed operations, contractual liability, broad form property damage, and personal injury with a limit of

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 \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in AT&T-NCW's business operations as respects this Agreement.

(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 AT&T-NCW and employer's liability insurance with limits of

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(c) Commercial Property Insurance. Sublicensee may self-insure this risk. Such coverage shall:

- Provide coverage for AT&T-NCW'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 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months. LA-RICS AUTHORITY may be included as joint loss payee;
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY, County and AT&T-NCW 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 Sublicense Agreement.

(d) **Construction Insurance**. If major construction work is performed by AT&T-NCW 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 AT&T-NCW or AT&T-NCW's contractor shall provide the following insurance.:

- **Installation Floater Insurance.** Sublicensee is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, 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 LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by AT&T-NCW and the LA-RICS AUTHORITY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY and County as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 AT&T-NCW and the LA-RICS AUTHORITY 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 \$1 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 AT&T-NCW'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 AT&T-NCW's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion 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, per disease per employee, per disease policy limit.

Such policy shall be endorsed to waive subrogation against the LA-RICS AUTHORITY for injury to AT&T-NCW's contractor employees. If AT&T-NCW'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 AT&T-NCW is subject. If AT&T-NCW'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) including the LA-RICS AUTHORITY as the Alternate Employer. AT&T-NCW's contractor or its insurer shall provide LA-RICS AUTHORITY 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 with an A.M. Best rating of not less than A:VII, unless otherwise approved by LA-RICS AUTHORITY.

18.03 Failure to Maintain Coverage. Failure by AT&T-NCW to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this Sublicense Agreement.

18.04 Notification of Incidents. AT&T-NCW shall report to LA-RICS AUTHORITY any accident or incident relating to activities performed under this Sublicense Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against AT&T-NCW and/or LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of AT&T-NCW's actual knowledge of such occurrence.

18.05 Compensation for LA-RICS AUTHORITY Costs. In the event that AT&T-NCW fails to comply with any of the indemnification or insurance requirements of this Sublicense Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY, AT&T-NCW shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

## 19. **FAILURE TO PROCURE INSURANCE**

Failure on the part of AT&T-NCW to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS AUTHORITY may immediately terminate this Sublicense 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 LA-RICS AUTHORITY shall be repaid by AT&T-NCW to LA-RICS AUTHORITY upon demand.

Use of the Sublicensed Site shall not commence until AT&T-NCW has complied with the aforementioned insurance requirements, and shall be suspended during any period that AT&T-NCW 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 Sublicensed Site created by this Sublicense Agreement may be subject to property taxation if created. The party in whom the property or possessory interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 AT&T-NCW shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, LA-RICS AUTHORITY, City, or any other tax or assessment-levying body upon the Sublicensed Site arising from AT&T-NCW' use of the Sublicensed Site.

20.03 If AT&T-NCW fails to pay any lawful taxes or assessments upon the Sublicensed Site which AT&T-NCW is obligated to pay, AT&T-NCW will be in default of this Sublicense Agreement.

20.04 LA-RICS AUTHORITY reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by LA-RICS AUTHORITY shall be repaid by AT&T-NCW to LA-RICS AUTHORITY upon demand. AT&T-NCW and LA-RICS AUTHORITY agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Any notice, request, demand or other communication required to be sent to a Party pursuant to this Sublicense Agreement must be sent in writing by personal delivery (including by a nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their addresses indicated below. Routine exchange of information may be conducted via telephone or electronic means, including e-mail.

If to LA-RICS AUTHORITY:

Scott Edson, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, California 91754  
Phone:(323) 881-8281  
Fax: (323) 264-0718  
Email: Scott.Edson@LA-RICS.ORG

With a copy to:

Truc L. Moore, Principal Deputy County Counsel  
Office of the County Counsel  
350 South Figueroa St., Suite # 700  
Los Angeles, CA 90071  
Phone: (213) 808-8779  
Fax: (213) 693-4904  
Email: tlmoore@counsel.lacounty.gov

Roberto Saldana, Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street  
Los Angeles, California 90012  
Phone: (213) 974-1887  
Fax: (213) 613-4751  
Email: [RSaldana@counsel.lacounty.gov](mailto:RSaldana@counsel.lacounty.gov)

If to the County:

County of Los Angeles  
Board of Supervisors  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

With a copy to:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
Attn: Direction of Real Estate  
222 S. Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012

If to AT&T-NCW:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Los Angeles – LA-RICS Assignment  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Los Angeles – LA-RICS Assignment  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Any of the above parties may change its address for notice under this Sublicense by giving thirty (30) days' prior written notice to the other Parties in the manner provided in this Section 21.

Any notice or communication sent under this Section 21 will be deemed to have been duly given and effective when properly sent and received or refused.

22. **AT&T-NCW COMMUNICATIONS FACILITY REMOVAL**

22.01 AT&T-NCW shall remove all of its AT&T-NCW Communications Facility and personal and improvements from the Sublicensed Site and the Real Property and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, on or before the expiration of this Sublicense Agreement, unless this Sublicense Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case AT&T-NCW shall remove from the Sublicensed Site and the Real Property all of its AT&T-NCW Communications Facility and personal property and improvements and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the Sublicensed Site render the timely removal of AT&T-NCW's property impossible, then AT&T-NCW shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If AT&T-NCW does not timely remove all of its AT&T-NCW Communications Facility, personal property and improvements from the Sublicensed Site and the Real Property within the time provided in this Section, LA-RICS AUTHORITY may, but shall not be required to, remove the AT&T-NCW Communications Facility and all personal property and improvements at AT&T-NCW's expense. AT&T-NCW shall reimburse LA-RICS AUTHORITY within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. LA-RICS AUTHORITY shall incur no liability for any damage to the AT&T-NCW Communications Facility during removal or storage.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of AT&T-NCW and an authorized agent of LA-RICS AUTHORITY, and approval from the County.

25. **ASSIGNMENT**

This Sublicense Agreement may not be sold, assigned or transferred by AT&T-NCW without the approval or consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS Authority and County's sole discretion. As to third parties, this Sublicense



Agreement may not be sold, assigned or transferred without the written consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS AUTHORITY and County's sole discretion. No change of stock ownership, partnership interest or control of AT&T-NCW shall constitute an assignment hereunder. To effect such assignment or transfer, AT&T-NCW shall first deliver to the LA-RICS AUTHORITY:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee 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 LA-RICS AUTHORITY.

LA-RICS AUTHORITY shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after AT&T-NCW delivers all such items to the LA-RICS AUTHORITY, and thereafter notify County of the proposed transfer, assignment or sublicense. LA-RICS AUTHORITY's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment, the proposed instrument shall include a written assumption by the assignee of all obligations of AT&T-NCW under the Sublicense Agreement arising thereafter and assignee shall be liable to perform the full obligations of AT&T-NCW under this Sublicense 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 LA-RICS AUTHORITY.

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 Sublicense Agreement.

LA-RICS AUTHORITY may, without the consent of AT&T-NCW, assign any and all of its rights hereunder to Los Angeles County who agrees to assume LA-RICS AUTHORITY's rights and obligations hereunder this Sublicense Agreement.

26. **SUBORDINATION AND NON-DISTURBANCE: N/A**

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), AT&T-NCW may terminate this Sublicense Agreement upon written notice to LA-RICS AUTHORITY if such condemnation may reasonably be expected to disrupt AT&T-NCW's operations at the Sublicensed Site for more than forty-five (45) days. AT&T-NCW may on its own behalf make a claim in any condemnation proceeding involving the Sublicensed Site for losses related to the equipment comprising the applicable AT&T-NCW Communications Facility, its relocation costs

and its damages and losses (but not for the loss of its interest, if any, under this Sublicense Agreement). Any such notice of termination shall cause this Sublicense 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 Sublicense Agreement, and LA-RICS AUTHORITY and AT&T-NCW shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Sublicense Agreement.

28. **DEFAULT**

Except as otherwise provided in this Sublicense Agreement, in the event of a default hereunder by AT&T-NCW, LA-RICS AUTHORITY shall provide written notice thereof to AT&T-NCW. AT&T-NCW shall have sixty (60) days from the date of said notice in which to cure the default, provided that AT&T-NCW 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 AT&T-NCW 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 AT&T-NCW unless and until AT&T-NCW has failed to cure a default within the time periods set forth in this Section. In the event that AT&T-NCW 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 AT&T-NCW for all costs reasonably incurred in effecting such cure, or (b) terminate this Sublicense Agreement upon written notice to AT&T-NCW, take possession of the Sublicensed Site and remove all AT&T-NCW's improvements located thereon. In the event of a default hereunder by LA-RICS AUTHORITY, AT&T-NCW 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. AT&T-NCW 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, AT&T-NCW may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred by AT&T-NCW in effecting such cure, or (b) terminate this Sublicense Agreement upon written notice to LA-RICS AUTHORITY.

29. **WAIVER**

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Sublicensed Site and the Real Property. For purposes of this Sublicense Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Sublicense Agreement with respect to all or any portion of the Sublicensed Site in the event of one of the following: (a) the applicable Real Property or the Sublicensed 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 LA-RICS AUTHORITY in its sole discretion elects not to make such repair); or (b) the applicable Real Property or Sublicensed 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 AT&T-NCW's operations at such Sublicensed Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, AT&T-NCW shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or Sublicensed Site should LA-RICS AUTHORITY elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Sublicense 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 Sublicense Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Sublicense 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 Sublicense Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

AT&T-NCW shall be solely responsible for any damage or loss to AT&T-NCW's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by LA-RICS AUTHORITY's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Sublicense 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 Sublicense Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Sublicense Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between LA-RICS AUTHORITY and AT&T-NCW. AT&T-NCW 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 AT&T-NCW pursuant to this Sublicense Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the LA-RICS AUTHORITY.

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

This Sublicense Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. AT&T-NCW agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Sublicense Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Sublicense Agreement, each party and anyone acting on such party's behalf pursuant to this Sublicense 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 Sublicense Agreement are hereby incorporated herein by reference.

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

36.01 AT&T-NCW 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 Sublicense Agreement or under any project, program or activity supported by this Sublicense Agreement.

36.02 AT&T-NCW certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

36.03 AT&T-NCW 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 Sublicense Agreement or under any project, program, or activity supported by this Sublicense Agreement.

36.04 If the LA-RICS AUTHORITY finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Sublicense Agreement upon which the LA-RICS AUTHORITY may terminate, or suspend this Sublicense Agreement.

36.05 While the LA-RICS AUTHORITY reserves the right to determine independently that the anti-discrimination provisions of this Sublicense Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that AT&T-NCW has violated Federal or State anti discrimination laws or regulations shall constitute a finding by LA-RICS AUTHORITY that AT&T-NCW has violated the anti-discrimination provisions of this Sublicense Agreement.

36.06 In the event AT&T-NCW violates the antidiscrimination provisions of the Sublicense Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the LA-RICS AUTHORITY 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 Sublicense Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with AT&T-NCW. This Sublicense Agreement shall not restrict the LA-RICS AUTHORITY from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

AT&T-NCW shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by AT&T-NCW or its contractors or agents and all information obtained in connection with the LA-RICS AUTHORITY's right to inspect the Sublicensed Site or any other rights provided by this Sublicense Agreement shall become the

exclusive property of the 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 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.

39.02 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by AT&T-NCW for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," AT&T-NCW 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 AT&T-NCW's receipt of LA-RICS AUTHORITY's invoice.

#### 40. **OTHER TERMS AND CONDITIONS**

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

40.02 Habitation. The Sublicensed Site shall not be used for human habitation.

40.03 Illegal Activities. AT&T-NCW shall not knowingly permit any illegal activities to be conducted upon the Sublicensed Site.

40.04 Safety. AT&T-NCW shall immediately correct any unsafe condition on the Sublicensed Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of AT&T-NCW's use of the Sublicensed Site. AT&T-NCW shall cooperate fully with LA-RICS AUTHORITY in the investigation of any accidental injury or death occurring on the Sublicensed Site, including a prompt report thereof to the LA-RICS AUTHORITY. AT&T-NCW shall cooperate and comply fully with LA-RICS AUTHORITY, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all AT&T-NCW's structures and enclosures. AT&T-NCW, at its expense, may use any and all appropriate means of restricting public access to the Sublicensed 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 Sublicensed Site and within a distance of fifty (50) feet thereof, and AT&T-NCW and LA-RICS AUTHORITY shall prevent any accumulation thereof from occurring.

40.06 Security Devices. AT&T-NCW, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Sublicensed Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the LA-RICS AUTHORITY. LA-RICS AUTHORITY shall be responsible for

securing the Real Property to the extent deemed necessary by LA-RICS AUTHORITY in its sole discretion.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

AT&T-NCW 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 Sublicense Agreement.

42. **AT&T-NCW'S STAFF AND EMPLOYMENT PRACTICES**

AT&T-NCW shall designate one member of its staff as an Operations Manager with whom the LA-RICS AUTHORITY may deal with on a daily basis. Any person selected by AT&T-NCW as an Operations Manager shall be fully acquainted with AT&T-NCW's operation, familiar with the terms and the conditions prescribed therefore by this Sublicense Agreement, and authorized to act in the day-to-day operation thereof.

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

43. **BANKRUPTCY**

The LA-RICS AUTHORITY and AT&T-NCW hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Sublicense Agreement AT&T-NCW 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 Sublicense 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 AT&T-NCW, this Sublicense Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Sublicense 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 Sublicense Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Sublicense 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 LA-RICS AUTHORITY and AT&T-NCW.



**IN WITNESS WHEREOF**, AT&T-NCW has executed this Sublicense Agreement or caused it to be duly executed and LA-RICS AUTHORITY has caused this Sublicense Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

NEW CINGULAR WIRELESS PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

A California Joint Powers Authority

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

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

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

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

Name: Gram Meadors

Title: AVP – Sourcing Operations

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

**ATTACHMENT 1**

**Amendment #1 to LMR SITE ACCESS  
AGREEMENT**

**ATTACHMENT 2**

**COUNTY CONSENT TO SUBLICENSE**

**CONSENT TO SUBLICENSE AGREEMENT OF  
LMR SITE ACCESS AGREEMENT NO. COL-883  
FOR MVS**

**THIS CONSENT TO SUBLICENSE AGREEMENT OF LTE SITE ACCESS**

**AGREEMENT NO. COL-883 FOR MVS** (this “**Consent Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“**Effective Date**”), by and among COUNTY OF LOS ANGELES, a body politic and corporate (“**Licensor**”), THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “**LA-RICS Authority**” (or “**Sublicensor**”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as “**AT&T-NCW**” (or “**Sublicensee**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

**RECITALS:**

A. Reference is hereby made to that certain LMR Site Access Agreement dated December 23, 2015 and revised per Amendment Number One to LMR Site Access Agreement dated **December 10, 2019**, between Licensor and Sublicensor (collectively, the “**SAA**”), whereby Licensor licensed to LA-RICS Authority and LA-RICS Authority licensed from Licensor that certain land located at 11515 Colima Rd, Whittier, CA 93550 identified as Los Angeles County Parcel Number (APN) **8153-014-901** (the “**Real Property**”) and more commonly known as Los Angeles County Sheriff's Department Monte Vista (Star Center) (“**MVS**”).

B. LA-RICS Authority has requested Licensor's consent to that certain Sublicense Agreement for MVS, dated \_\_\_\_\_ (the “**Sublicense Agreement**”), between Sublicensor and Sublicensee.

C. Licensor is willing to consent to the Sublicense Agreement on the terms and conditions contained herein.

**AGREEMENT:**

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows:

**1. Permitted Expansion of Section 2 (Purpose and Use) of SAA.**

1.1 From and after the Effective Date of this Consent Agreement, and notwithstanding anything to the contrary in the SAA, Licensor hereby licenses to Sublicensor and grants Sublicensor the right to access and use the Real Property as an LA-RICS Site (as defined in the SAA), and to further sublicense to AT&T-NCW and grant AT&T-NCW the right to additionally access and use the Real Property for the Sublicensed Site (as defined in the Sublicense Agreement) for the installation, construction, connection, modification, use, operation, monitoring, maintenance,

repair, replacement, supplementation and upgrade of a communications facility (as defined in the Sublicense Agreement, the AT&T-NCW Communications Facility) for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract (as defined in the Sublicense Agreement), and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**") as more particularly set forth in Section 2 (Purpose and Use) of the Sublicense Agreement, subject to, and in accordance with the terms and conditions of the Sublicense Agreement, including but not limited to, Sections 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment), Section 8 (Alterations) and Section 13 (Access) of the Sublicense Agreement (as applicable), this Consent Agreement and the SAA, as modified herein .

1.2 The SAA, as hereby expanded pursuant to this Section 1 (Permitted Expansion of Section 2 (Purpose and Use) of SAA), and the terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Consent Agreement. In the event of any conflict between the SAA and this Consent Agreement, the terms, conditions and provisions of this Consent Agreement shall govern, and all references to the SAA hereinafter in this Agreement shall mean the SAA as modified herein.

**2. Licensor's Consent.** Licensor hereby consents to the sublicense of the SAA to, and the access and use of the Real Property for the Sublicensed Site by, AT&T-NCW under the terms and conditions set forth in the Sublicense Agreement. Licensor confirms that, as of the Effective Date of this Consent Agreement, the SAA is in full force and effect and no default is outstanding. The Sublicense Agreement is subject and subordinate to the SAA. Except as set forth herein, Licensor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublicense Agreement.

**3. Recognition of Sublicensee.** If the SAA and Sublicensor's interest in and right to occupy the Real Property shall be terminated as a result of an event of default (as defined in the SAA), Sublicensee may cure any and all damages that gave rise to the event of default under the SAA as it relates to the Real Property, and if cured, Sublicensee shall attorn to and recognize Licensor as the licensor of the Real Property under the SAA for the remainder of the term of the Sublicense Agreement, and Sublicensee shall perform and observe all obligations under the SAA during the remainder of the term of the Sublicense Agreement; and Licensor shall recognize Sublicensee as the licensee of the Real Property under the SAA for the remainder of the term of the Sublicense. In the event of such attornment, Sublicensee shall have the same duties, rights, obligations and liabilities of Sublicensor under the SAA.

**4. Non-Release of Sublicensee; Further Transfers.** Neither the Sublicense Agreement nor this Consent Agreement will: (a) release or discharge Sublicensor from any liability, whether past, present or future, under the SAA; (b) alter the primary liability of Sublicensor to perform and comply with all of Sublicensor's obligations under the SAA (including the payment of all bills rendered by Licensor for charges incurred by Sublicensor for services and materials supplied to the Sublicensed Property); (c) be construed as a waiver of Licensor's right to consent to an amendment of the sublicense or to any further sublicense or assignment either by Sublicensor or

by the Sublicensee under the SAA or the Sublicense Agreement, or as a consent to any portion of the Sublicensed Property being used or occupied by any other party.

## **5. General Provisions.**

**5.1 Controlling Law.** The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the laws of the State of California and the Parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**5.2 Entire Agreement; Waiver.** This Consent Agreement constitutes the final, complete and exclusive statement between the Parties to this Agreement pertaining to the terms of Licensor's consent to the Sublicense Agreement, supersedes all prior understandings or agreements of the Parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No Party has been induced to enter into this Consent Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the Parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

**5.3 Binding Effect.** This Consent Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

**5.4 Captions.** The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

**5.5 Capitalized Terms.** All terms spelled with initial capital letters in this Consent Agreement that are not expressly defined in this Agreement will have the respective meanings given such terms in the SAA.

**5.6 Severability.** If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

**5.7 Counterparts.** This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement as of the above Effective Date.

SUBLICENSOR

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

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

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

LICENSOR

COUNTY OF LOS ANGELES

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

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

SUBLICENSEE

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

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

Name: Gram Meadors

Title: AVP – Sourcing Operations

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

## **ATTACHMENT 3**

### **ACCESS**

1. AT&T-NCW shall coordinate all access requirements to the Sublicensed Site with the LA-RICS Authority by telephone (626) 808-5359, or e-mail to [kychiu@lasd.org](mailto:kychiu@lasd.org).
2. AT&T-NCW personnel and its' subcontractors shall clear background checks as required by the Sherriff's Department.
3. All cleared personnel shall, at all times, carry their drivers license, company identification card, and documentation indicating they are a subcontractor to AT&T-NCW.
4. AT&T-NCW shall leave a copy of the key for any locked cabinets and equipment with the LA-RICS Authority and Sherriff's Department.
5. Consistent with Section 13 of the SAA, AT&T-NCW shall provide County and LA-RICS Authority notice of all of its representatives or agents who are authorized to access the Sublicensed Site.



**CONSENT TO SUBLICENSE AGREEMENT OF  
LTE SITE ACCESS AGREEMENT NO. [REDACTED]  
FOR [MVS2/CRN2/DEL2]**

THIS CONSENT TO SUBLICENSE AGREEMENT OF LTE SITE ACCESS AGREEMENT NO. [REDACTED] FOR [MVS2/CRN2/DEL2] (this "Consent Agreement") is made as of the [REDACTED] day of [REDACTED], 2020 ("Effective Date"), by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Licensor"), THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority" (or "Sublicensor"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as "AT&T-NCW" (or "Sublicensee") (individually, a "Party," and collectively, the "Parties").

**RECITALS:**

A. Reference is hereby made to that certain LTE Site Access Agreement dated [REDACTED] and revised per Amendment Number One to LTE Site Access Agreement dated [REDACTED], between Licensor and Sublicensor (collectively, the "SAA"), whereby Licensor licensed to LA-RICS Authority and LA-RICS Authority licensed from Licensor that certain land located at [REDACTED], [REDACTED], CA [REDACTED] identified as Los Angeles County Parcel Number (APN) [REDACTED] (the "Real Property") and more commonly known as [REDACTED] ("[REDACTED]").

B. LA-RICS Authority has requested Licensor's consent to that certain Sublicense Agreement for [REDACTED], dated [REDACTED] (the "Sublicense Agreement"), between Sublicensor and Sublicensee.

C. Licensor is willing to consent to the Sublicense Agreement on the terms and conditions contained herein.

**AGREEMENT:**

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows:

1. Permitted Expansion of Section 2 (Purpose and Use) of SAA.

1.1 From and after the Effective Date of this Consent Agreement, and notwithstanding anything to the contrary in the SAA, Licensor hereby licenses to Sublicensor and grants Sublicensor the right to use the Real Property as an LA-RICS Site (as defined in the SAA), and to further sublicense to Sublicensee and grant Sublicensee the right to additionally use the Real Property for the Sublicensed Site (as defined in the Sublicense Agreement) for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility (as defined in the Sublicense Agreement, the Sublicensee Communications Facility) for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract (as defined in the Sublicense

Agreement), and fulfilling its obligations to FirstNet thereunder (the "FirstNet NPSBN Solution") as more particularly set forth in Section 2 (Purpose and Use) of the Sublicense Agreement, subject to, and in accordance with the terms and conditions of the Sublicense Agreement, including but not limited to, Sections 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) of the Sublicense Agreement (as applicable), this Consent Agreement and the SAA, as modified herein .

1.2 The SAA, as hereby expanded pursuant to this Section 1 (Permitted Expansion of Section 2 (Purpose and Use) of SAA), and the terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Consent Agreement. In the event of any conflict between the SAA and this Consent Agreement, the terms, conditions and provisions of this Consent Agreement shall govern, and all references to the SAA hereinafter in this Agreement shall mean the SAA as modified herein.

2. Licensor's Consent. Licensor hereby consents to the sublicense of the SAA to Sublicensee under the terms and conditions set forth in the Sublicense Agreement. Licensor confirms that, as of the Effective Date of this Consent Agreement, the SAA is in full force and effect and no default is outstanding. The Sublicense Agreement is subject and subordinate to the SAA. Except as set forth herein, Licensor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublicense Agreement.

3. Recognition of Sublicensee. If the SAA and Sublicensor's interest in and right to occupy the Real Property shall be terminated as a result of an event of default (as defined in the SAA), Sublicensee may cure any and all damages that gave rise to the event of default under the SAA as it relates to the Real Property, and if cured, Sublicensee shall attorn to and recognize Licensor as the licensor of the Real Property under the SAA for the remainder of the term of the Sublicense Agreement, and Sublicensee shall perform and observe all obligations under the SAA during the remainder of the term of the Sublicense Agreement; and Licensor shall recognize Sublicensee as the licensee of the Real Property under the SAA for the remainder of the term of the Sublicense. In the event of such attornment, Sublicensee shall have the same duties, rights, obligations and liabilities of Sublicensor under the SAA.

4. Non-Release of Sublicensee; Further Transfers. Neither the Sublicense Agreement nor this Consent Agreement will: (a) release or discharge Sublicensor from any liability, whether past, present or future, under the SAA; (b) alter the primary liability of Sublicensor to perform and comply with all of Sublicensor's obligations under the SAA (including the payment of all bills rendered by Licensor for charges incurred by Sublicensor for services and materials supplied to the Sublicensed Property); (c) be construed as a waiver of Licensor's right to consent to an amendment of the sublicense or to any further sublicense or assignment either by Sublicensor or by the Sublicensee under the SAA or the Sublicense Agreement, or as a consent to any portion of the Sublicensed Property being used or occupied by any other party.

5. General Provisions.

5.1 Controlling Law. The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the laws of the State of California and the Parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

5.2 Entire Agreement; Waiver. This Consent Agreement constitutes the final, complete and exclusive statement between the Parties to this Agreement pertaining to the terms of Licensor's consent to the Sublicense Agreement, supersedes all prior understandings or agreements of the Parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No Party has been induced to enter into this Consent Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the Parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

5.3 Binding Effect. This Consent Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

5.4 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

5.5 Capitalized Terms. All terms spelled with initial capital letters in this Consent Agreement that are not expressly defined in this Agreement will have the respective meanings given such terms in the SAA.

5.6 Severability. If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

5.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement as of the above Effective Date.

SUBLICENSOR

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

LICENSOR

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

SUBLICENSEE

NEW CINGULAR WIRELESS PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SITE ACCESS AGREEMENT  
U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COMMUNICATIONS USE LEASE  
AUTHORITY**

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

**BY AND BETWEEN**

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

**AND**

**New Cingular Wireless PCS, LLC, a Delaware  
limited liability company**, hereinafter referred  
to as "NCW."

LA-RICS Authority and NCW may individually be referred to as a "party," and collectively, the "parties."

**RECITALS:**

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

**WHEREAS**, LA-RICS Authority has leased certain real property from the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to LA-RICS, its agents, successors, and assigns for the site described on **Exhibit A-1** attached hereto ("Real Property"); and

**WHEREAS**, LA-RICS Authority and Forest Service entered into that certain Communications Use Lease dated February 7, 2020 (collectively the "Lease") attached hereto as Exhibit "D" and incorporated herein by this reference. This Agreement is expressly subject and subordinate to the terms and conditions of the Lease. NCW shall not commit or permit to be committed on the "leased area" (as defined in the Lease) or on the Real Property (as defined above) any act or omission that violates any term or condition of the Lease; and

**WHEREAS**, under the Lease, LA-RICS Authority is permitted to construct, install, repair, remove, replace, maintain, operate, and access the LA-RICS Authority's communications system (collectively the "LA-RICS Facility"), and in addition, LA-RICS Authority shall construct, install, repair, remove, replace, maintain, and operate unmanned communications facilities, including but not limited to LTE2 facilities, at the LTE2 Site (as defined below) to be collocated on the LA-RICS Facility, as described in the Site Plan attached hereto as Exhibit C and incorporated herein by reference ("LA-RICS Permitted Activities"); and

**WHEREAS**, upon the completion of LA-RICS Authority's construction and installation of the LTE2 facilities at the LTE2 Site and acceptance of the LTE2 facilities and the LTE2 Site by

NCW pursuant to this agreement between LA-RICS Authority and NCW, at which time LA-RICS Authority's Permitted Activities, the LTE2 facilities and the LTE2 Site shall transition to and become the responsibility of NCW under and subject to the covenants, terms, and conditions of this Agreement. After such assignment, the LTE2 facilities at the LTE2 Site will be a part of the NCW Equipment, and shall be included in the definition of NCW Equipment under this Agreement; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("LTE Vendors") to design and construct additional LTE2 facilities for the PSBN; and (b) FirstNet has retained AT&T (collectively, the "FirstNet Parties") to design, construct and operate the FirstNet NPSBN of which the LTE2 facilities at the LTE2 Site will be a part; and

**WHEREAS**, LA-RICS Authority desires to sublease the use of a portion of the Real Property to NCW for use as a communication site, which includes without limitation, the second phase LTE2 facilities at the LTE2 Site; and

**WHEREAS**, on March 30, 2017, the First Responder Network Authority ("FirstNet"), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, announced the award of a contract (the "FirstNet NPSBN Contract") to AT&T Corp., on behalf of itself and its subsidiaries or entities that are controlled by AT&T Corp., or by AT&T Corp.'s parent company, AT&T Inc. (hereinafter referred to collectively as "AT&T;" and New Cingular Wireless PCS, LLC is one of the entities composing the immediately preceding definition of AT&T) to build and operate the FirstNet National Public Safety Broadband Network ("FirstNet NPSBN"); and

**WHEREAS**, the LTE2 facilities at the LTE2 Site (as defined below) will be incorporated into the FirstNet NPSBN operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("**NOAA Grants Office**") and National Telecommunications and Information Administration ("**NTIA**"); and

**WHEREAS**, LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to transfer the LTE2 facilities at the LTE2 Site, and the equipment constructed and installed at the LTE2 Site once completed to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN; and

**WHEREAS**, upon approval from the NOAA Grants Office and/or NTIA, and AT&T acceptance of the LTE2 facilities at the LTE2 Site, LA-RICS Authority shall assign its rights to the LTE2 facilities at the LTE2 Site ("Transfer Date") to AT&T, and NCW is willing to accept and exercise the grant of this Agreement for use of the LTE2 facilities at the LTE2 Site located on the Real Property in accordance with the terms and conditions prescribed herein; and

**WHEREAS**, LA-RICS Authority agrees this Agreement will not be effective as against NCW, unless and until the conditions in the Recitals are satisfied, and NCW, shall have no liability or obligations for the performance of this Agreement as to NCW, including but not limited to the payment of rent, until such time as all the conditions in the Recitals are fully performed and satisfied by LA-RICS Authority.

**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:

## **AGREEMENT**

### **1. LTE2 SITE**

1.01 LA-RICS Authority hereby subleases to NCW and NCW hereby accepts from LA-RICS Authority on the terms and conditions set forth herein, the use of land and collocation on existing towers within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate unmanned communication facilities, including but not limited to LTE2 facilities, consisting of the parcels of land shown on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "LTE2 Site").

1.02 NCW acknowledges its personal inspection of the LTE2 Site and the surrounding areas and evaluation to the extent to which the physical condition thereof will affect its operations. NCW accepts the LTE2 Site in their as-is condition with no duty to investigate, and LA-RICS Authority makes no warranty, express or implied, as to the suitability of the LTE2 Site or the Real Property for NCW'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 NCW may make or construct or cause to be made or constructed additions, upgrades, alterations, repairs, replacements or other changes to the LTE2 Site at NCW's expense in accordance with all of the terms and conditions of this Agreement.

1.04 Ownership of all improvements constructed by LA-RICS Authority upon the LTE2 Site and all alterations, additions or betterments thereto shall be transferred to NCW upon NSPBN transfer approval in accordance with all of the terms and conditions of this Agreement, including without limitation the Recitals above.

1.05 This Agreement is subject to the Lease as attached in Exhibit D. Except as may be inconsistent with the terms hereof, all of the terms, covenants and conditions in the Lease shall be applicable to this Agreement with the same force and effect as if NCW was the lessee under the Lease. Provided the LTE2 facilities at the LTE2 Site, including but not limited to the LTE2 Site, and all rights of LA-RICS in connection therewith are transferred to NCW from LA-RICS Authority, and accepted by NCW, NCW shall not take, or fail to take, any action that that if taken or not taken by the LA-RICS Authority as "lessee" under the Lease would constitute a default by LA-RICS Authority as "tenant and or lessee" under the Lease, and provided the LTE2 facilities at the LTE2 Site, including but not limited to the LTE2 Site, and all rights of LA-RICS in connection therewith are transferred to NCW from LA-RICS Authority, and accepted by NCW, NCW shall indemnify and hold LA-RICS Authority harmless from and against all claims whatsoever by reason of any such action or failure to act by NCW; provided, however the foregoing shall in no event apply in connection with NCW's failure to pay rent hereunder (as provided in Section 5 below), the remedies for which are provided in Section 28.

### **2. PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow NCW the right to use the LTE2 Site for the installation, operation, maintenance, and repair of an unmanned communication facility, including but not limited to LTE2 facilities. NCW (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate NCW's communications systems, including but not limited to LTE2 facilities, 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 communications equipment, LTE2 systems, and associated infrastructure, shelters, equipment and related improvements, collectively, the "NCW's Equipment") and other related materials and equipment as may be deemed necessary by NCW, and (b) shall be allowed access over, through and across the site comprising the Real Property for ingress to and egress from the LTE2 Site, 24 hours per day, 7 days per week without notice. The LTE2 Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 NCW shall ensure that all usage of the LTE2 Site and/or the Real Property hereunder, are in compliance with all terms and conditions of this Agreement and the Lease.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the LA-RICS Authority's authority to exercise any right or power concerning the utilization of the Real Property; provided, however, that such LA-RICS Authority's authority shall not include the exercise of any right or power that would interfere with NCW's Equipment or Permitted Activities.

### 3. **APPROVALS/DESIGN REVIEW FOR FUTURE ALTERATIONS**

3.01 Prior to NCW making any modifications or alterations to the LTE2 facilities at the LTE2 Site, except for like-kind replacements, NCW shall furnish and submit to LA-RICS Authority copies of future project plans and specifications for LA-RICS Authority's review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

3.02 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 of Los Angeles") (i.e., the LA-RICS Authority has adopted the County of Los Angeles' operating mode). Accordingly, LA-RICS Authority and NCW agree that LA-RICS Authority and NCW will comply with County of Los Angeles Building Code requirements to the extent applicable to each party, and will comply with all applicable local, state, and federal requirements.

3.03 At any time after the Transfer Date, NCW may perform and obtain, at NCW's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LTE2 Site to the extent necessary to determine if NCW's use of the LTE2 Site will be compatible with NCW's engineering specifications and design and operational requirements.

### 4. **TERM**

The term ("Term") of this Agreement shall commence upon the Transfer Date, which the parties agree to memorialize by written amendment to this Agreement ("Commencement Date") and shall terminate on December 31, 2049 concurrently with the Lease between LA-RICS Authority and the Forest Service.

5. **RENT**

5.01 NCW shall pay rent annually in advance, for the LTE2 Site, as set forth in the Lease, in accordance with law, regulation, and policy, as set forth in the Lease.

5.02 Annual Rent for the LTE2 Site shall be required to be paid for the LTE2 Site, under the terms and conditions found in the applicable Lease.

5.03 Pursuant to the Lease, interest shall be charged on any rent owed but not paid as required and in accordance with the terms and conditions of the Lease.

5.04 Notwithstanding anything to the contrary contained herein, rent, or any other fees or liabilities under this Agreement shall not commence, accrue or be due and owing from AT&T or NCW to LA-RICS Authority or the Forest Service, unless and until the conditions in the Recitals are fully performed and satisfied by LA-RICS Authority, and upon the assignment of LA-RICS Authority's rights to the LTE2 facilities at the LTE2 Site, including but not limited to the LTE2 Site, to NCW and the acceptance thereof by NCW.

6. **INSTALLATION OR ALTERATIONS OF EQUIPMENT**

LA-RICS Authority shall have the opportunity to review and provide input, if any, as to all project plans and specifications for any NCW proposed alterations of any equipment comprising the LTE2 facilities at the LTE2 Site (not including "like-kind" replacements). In addition, LA-RICS Authority shall have the right to inspect said equipment and the LTE2 Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to NCW (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at NCW's option, NCW may choose to have a representative to accompany LA-RICS Authority during any such inspection of or access to a LTE2 Site. Except as otherwise permitted under this Agreement, NCW shall not commence installation of any proposed alterations to a LTE2 Site, or any portion thereof, until the LA-RICS Authority 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, provided that LA-RICS Authority will not unreasonably withhold, condition or delay its approval, and will not require the payment of any additional rent or any consideration unless accessed by the USFS. LA-RICS Authority's review and approval of the plans shall not release NCW from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in NCW's plans and specifications.

7. **INSTALLATION**

7.01 On or after the effective date of this Agreement, NCW shall have the right to install new or replacement equipment to NCW's Equipment at its own expense and risk in accordance with the terms hereof, and such installation shall not cause radio frequency interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by LA-RICS AUTHORITY or LA-RICS AUTHORITY's agents, invitees or other sublicensees or users who may occupy portions of the Real Property at the time this Agreement is entered into with equipment, transmission or reception (operated currently or in the future) by the LA-RICS Authority from the Real Property. Each component of NCW's Equipment shall be clearly identified with NCW's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of NCW's Equipment in plain view.

7.02 NCW agrees that LA-RICS Authority 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 NCW's Equipment, the Permitted Activities, NCW's operations, or any other right of NCW as provided for pursuant to this Agreement. Any third party granted rights by the LA-RICS Authority shall be required to comply with the non-interference provisions in this Agreement, and all applicable noninterference rules of the FCC.

7.03 LA-RICS Authority reserves the right, at its expense, to install on the Real Property, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "LA-RICS Authority Facilities") so long as the installation of said LA-RICS Authority Facilities does not interfere with NCW's Equipment, the Permitted Activities, NCW's operations, or any other right of NCW as provided for pursuant to this Agreement.

7.04 NCW accepts the LTE2 Site in an "as is" condition as of the date of full execution of this Agreement. NCW shall have the right to finance and construct equipment and related improvements on the LTE2 Site at NCW's sole cost and expense. Following the construction and installation of NCW's infrastructure, shelter, equipment, and related improvements, NCW may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE2 Site to accommodate NCW's infrastructure, shelter, equipment, and related improvements and as required for NCW's operations of the LTE2 Site, including any structural upgrades required to accommodate NCW's infrastructure, shelter, equipment, and related improvements on the LTE2 Site.

## **8. ALTERATIONS**

NCW shall make no renovations, alterations or improvements to the LTE2 Site or the Real Property other than to install, maintain, replace and operate NCW's Equipment 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 LA-RICS Authority, 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 NCW shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the LA-RICS Authority or that may be required as a result of FCC rules or regulations, after providing notice to the LA-RICS Authority. NCW agrees: (i) to submit to the LA-RICS Authority, for review and approval, such approval not to be unreasonably withheld, conditioned or delayed, all plans and specifications, and working drawings, (ii) to discuss with LA-RICS Authority the LA-RICS 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 NCW shall be performed in accordance with the plans provided to LA-RICS Authority.

## **9. MAINTENANCE**

NCW shall be responsible for maintenance of the portions of the Real Property, occupied by NCW on the LTE2 Site. The portions of the LTE2 Site occupied by NCW shall be kept neat and clean by NCW. Should NCW fail to accomplish this, following 30 days written notice from LA-

RICS Authority, LA-RICS Authority may perform the work and NCW shall pay the cost thereof upon written demand with reasonable documentation in support thereof by LA-RICS Authority.

NCW shall be responsible for the timely repair of all damage to the LTE2 Site or the Real Property caused by the negligence or willful misconduct of NCW, its employees, agents or business vendors. Should NCW fail to promptly make such repairs after thirty (30) days written notice from LA-RICS Authority, LA-RICS Authority may have repairs made and NCW shall pay the cost thereof upon written demand with reasonable documentation in support thereof by LA-RICS Authority.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of NCW's Equipment 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 NCW's Equipment, including but not limited to the County of Los Angeles Building Code.

NCW shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE2 Site by NCW, its agents or contractors. In the event that NCW fails to remove such debris from the LTE2 Site, LA-RICS Authority shall provide written notice to NCW and allow NCW ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, LA-RICS Authority shall cause such debris to be removed and invoice NCW for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, NCW shall:

(a) Comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment in the lease area.

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE2 Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by LA-RICS Authority 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 NCW's Equipment and any and all fixtures and personal property belonging to NCW that are installed or placed within the LTE2 Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS Authority, its agents, employees or contractors.

- (e) Comply with all terms and conditions found within the Lease.

## 12. **RELOCATION**

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

- (a) the Alternate Site: (i) is substantially similar to NCW's current LTE2 Site in size, and (ii) is compatible with NCW's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the NCW Equipment or the LA-RICS system or equipment;

- (b) the party initiating the relocation, LA-RICS AUTHORITY or County, shall pay all costs incurred by NCW for relocation of NCW's Equipment from the LTE2 Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE2 Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit NCW's use of the Alternate Site;

- (c) LA-RICS Authority shall give NCW at least six (6) months written notice before requiring relocation; and

- (d) NCW's use of NCW's Equipment in question will not be materially interrupted and NCW shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

## 13. **ACCESS TO LTE2 SITE**

13.01 LA-RICS Authority hereby grants to NCW, a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LTE2 Site ("Access"). NCW acknowledges and accepts the present condition of the Access on an "as is" basis. NCW shall provide LA-RICS Authority with notice of all of its representatives or agents who are authorized to access the LTE2 Site pursuant to this Section. NCW shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at NCW's cost.

13.02 NCW acknowledges and agrees that occasions may arise requiring NCW 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. NCW hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from LA-RICS Authority and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to NCW by LA-RICS Authority upon at least thirty (30) days' notice. Notwithstanding the foregoing, NCW's financial obligation pursuant to this Section 13.02 shall be calculated by multiplying the expense by the percentage of tower space occupied by NCW.

14. **EMERGENCY ACCESS BY LA-RICS AUTHORITY**

The LA-RICS Authority and its authorized agents may access the LA-RICS Facility at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LA-RICS Facility. Under no circumstance shall the LA-RICS Authority access NCW's Equipment. LA-RICS Authority shall use its best efforts to minimize any inconvenience or disturbance to NCW when entering the LA-RICS Facility.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** NCW shall not use the LTE2 Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by LA-RICS Authority or LA-RICS Authority's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. NCW shall be responsible for electromagnetic compatibility of NCW's Equipment with existing and future equipment at the Real Property.

15.02 **Interference With Public Safety Systems.** In the event of any interference with County of Los Angeles' Sheriff or Fire Department, Public Works, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by NCW's Equipment or operations, NCW shall be immediately notified by LA-RICS Authority of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 **Interference With Non-Public Safety Systems.** In the event NCW's operations or equipment cause interference with non-public safety-related systems of LA-RICS Authority or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to NCW promptly to meet with LA-RICS Authority to cooperatively discuss and reach agreement on how such interference will be resolved. LA-RICS Authority agrees that LA-RICS Authority 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 NCW.

15.04 **Interference During Emergency.** If any measurable interference caused by NCW's Equipment with LA-RICS Authority's electronic equipment during an emergency incident occurs, NCW will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of NCW's interfering equipment at the LTE2 Site upon being notified by LA-RICS Authority of such interference until such time as the emergency incident or interference has ended but NCW shall be permitted to power up its equipment for intermittent testing. Following such notification, the Parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.05 **Compliance With Law.** NCW 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. NCW agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own

equipment and for repairs to its own equipment at the LTE2 Site. NCW 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 NCW's Equipment alone and not in combination with others. Where NCW's Equipment, in combination with other, exceed or violates such standards, NCW shall reasonably cooperate with LA-RICS Authority and with other relevant parties to mitigate such violations in a timely manner.

#### 16. **UTILITIES**

NCW, at its sole cost and expense, shall have the option to maintain the current utility service line, or install its own utility service line required for the conduct of NCW's Permitted Activities or operations of NCW's Equipment, and shall be responsible for the payment of all utilities necessary for the operation of the NCW Equipment on the LTE2 Site as of the Commencement Date.

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

NCW 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 NCW'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 NCW by any person pursuant to this Agreement.

LA-RICS Authority agrees to indemnify, defend, save and hold harmless NCW and their 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 the negligence or willful misconduct of LA-RICS Authority and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of LA-RICS Authority's obligations hereunder.

#### 18. **INSURANCE**

18.01 Without limiting NCW's obligations to LA-RICS Authority, NCW shall carry 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) with an A.M. Best rating of A-VII or better, and evidence of such programs satisfactory to the LA-RICS Authority Risk Manager, shall be delivered to the LA-RICS Authority Risk Manager, on or before the effective date of this Agreement. If the LA-RICS Authority does not respond or contest the certificates of insurance within thirty (30) days of filing, said certificates shall be deemed satisfactory. Such evidence shall specifically identify this Agreement. NCW shall provide LA-RICS Authority be given written notice at least thirty (30) days in advance of any nonrenewal or termination of any required insurance that is not replaced. NCW shall include the LA-RICS Authority as an additional insured by endorsement as respects this Agreement (except for the Workers' Compensation Insurance). NCW may self-insure the insurance required under this Agreement, but NCW will require its contractors and subcontractors to provide commercial

insurance as required in the Section, and any additional insurance required by NCW of its contractor/subcontractor, shall include the LA-RICS Authority as an additional insured by endorsement as respects this Agreement.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS Authority, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS Authority as an additional insured by endorsement as respects this Agreement, and shall include:

(1) Commercial general liability insurance coverage for Site-operations, products/completed operations, contractual liability, broad form property damage, and personal injury with a limit of

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 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 \$1 million for each accident, and providing coverage for all "owned, " "hired" and "non-owned" vehicles, or coverage for "any auto," used in NCW'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 NCW and all risks to such persons under the Agreement. Employer's Liability insurance coverage with limits of

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

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for LA-RICS Authority'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 covering rental expense for a period of up to two (2) years annual rent;
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS Authority and NCW 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.
- NCW may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement, provided that if NCW elects to self-insure any coverage required herein, then the following provisions shall apply: (i) NCW and its parent company shall have and continuously maintain a tangible net worth for coverage of at least One Hundred Million Dollars (\$100,000,000) as evidenced by NCW's and its parent company's most recent annual report; (ii) NCW shall continuously maintain appropriate loss reserves for the amount of its self-insurance obligations under this section, which



reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) NCW shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of the LA-RICS Authority, at NCW's sole cost and expense, with counsel selected by NCW and reasonably acceptable to LA-RICS Authority; (iv) NCW shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for NCW's election to self-insure; (v) NCW shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if NCW had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vi) all amounts which NCW pays or is required to pay and all loss or damages resulting from risks for which NCW has elected to self-insure shall not limit NCW's indemnification obligations set forth in this Agreement. In the event NCW elects to self-insure its obligation under this Agreement to include LA-RICS Authority member agencies as additional insureds, the following conditions apply: (a) LA-RICS Authority shall endeavor to provide thirty (30) days written notice to NCW of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Agreement and provide NCW with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (b) LA-RICS Authority shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of NCW; and (c) LA-RICS Authority shall reasonably cooperate with NCW in the defense of the claim, demand, lawsuit, or the like.

(d) Construction Insurance. If major construction work is performed by NCW 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 NCW or NCW's contractor shall provide the following insurance.

- **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 LA-RICS Authority furnished materials and equipment, against loss or damage until completion and acceptance by the NCW and the LA-RICS Authority if required. NCW may self-insure this risk.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS Authority as an additional insured by endorsement as respects this Lease, with limits of

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

An updated certificate of insurance will be issued at each renewal evidencing Products/Completed Operations coverage for two (2) years

from the date the Project is completed and accepted by the NCW and the LA-RICS Authority if required.

- Automobile Liability. such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of \$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 NCW's or NCW'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, to be carried by NCW's Contractor, shall cover liability arising from any error, omission, negligent, or wrongful act of the NCW's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of \$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 \$1 million per accident, per disease policy limit, per disease per employee. Such policy shall be endorsed to waive subrogation against the LA-RICS Authority for injury to the NCW's or NCW's contractor employees. If the NCW's or NCW'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 NCW is subject. If NCW or NCW'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) including the LA-RICS Authority as the Alternate Employer. NCW or NCW's contractor shall provide to LA-RICS Authority not less than thirty (30) days advance written notice of cancellation of this coverage provision unless replaced.

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

18.03 Failure to Maintain Coverage. Failure by NCW to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LA-RICS Authority, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. NCW shall report to LA-RICS Authority 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 NCW and/or LA-RICS Authority. Such report shall be made in writing within seventy-two (72) hours of NCW's knowledge of such occurrence.

18.05 Compensation for LA-RICS Authority Costs. In the event that NCW fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LA-RICS Authority, NCW shall pay full compensation for all reasonable costs incurred by LA-RICS Authority.

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of NCW to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS Authority 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 LA-RICS Authority shall be repaid by NCW to LA-RICS Authority upon demand.

19.02 Use of the LTE2 Site shall not commence until NCW has complied with the aforementioned insurance requirements, and shall be suspended during any period that NCW fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE2 Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 NCW shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, LA-RICS Authority, City, or any other tax or assessment-levying body upon the LTE2 Site arising from NCWs' use of the LTE2 Site.

20.03 If NCW fails to pay any lawful taxes or assessments upon the LTE2 Site which NCW is obligated to pay, NCW will be in default of this Agreement.

20.04 LA-RICS Authority reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by LA-RICS Authority shall be repaid by NCW to LA-RICS Authority upon demand. NCW and LA-RICS Authority agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Any notice, request, demand or other communication required to be sent to a Party pursuant to this Sublicense Agreement must be sent in writing by personal delivery (including by a nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their addresses indicated below.

If to LA-RICS AUTHORITY:

Scott Edson, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, California 91754  
Phone:(323) 881-8281  
Fax: (323) 264-0718  
Email: Scott.Edson@LA-RICS.ORG

With a copy to:

Truc L. Moore, Principal Deputy County Counsel  
Office of the County Counsel

350 South Figueroa St., Suite # 700  
Los Angeles, CA 90071  
Phone: (213) 808-8779  
Fax: (213) 693-4904  
Email: tlmoore@counsel.lacounty.gov

Roberto Saldana, Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street  
Los Angeles, California 90012  
Phone: (213) 974-1887  
Fax: (213) 613-4751  
Email: RSaldana@counsel.lacounty.gov

If to NCW:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Los Angeles – LA-RICS USFS  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Los Angeles – LA-RICS USFS  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Any of the above parties may change its address for notice under this Agreement by giving thirty (30) days' prior written notice to the other Parties in the manner provided in this Section 21. Any notice or communication sent under this Section 21 will be deemed to have been duly given and effective when properly sent and received or refused.

## **22. NCW FACILITY REMOVAL**

22.01 NCW shall remove all NCW's Equipment and personal property and improvements from the LTE2 Site and the Real Property and restore the LTE2 Site to their original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of NCW 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 NCW shall remove from the LTE2 Site and the Real Property all of its NCW's Equipment and personal property and improvements and restore the LTE2 Site to their original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of NCW excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE2 Site render the timely removal of NCW's property impossible, then NCW shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If NCW does not timely remove all NCW's Equipment, personal property and improvements from the LTE2 Site and the Real Property within the time provided in this section, LA-RICS Authority may, but shall not be required to, remove the NCW's Equipment and all personal property and improvements at NCW's expense. NCW shall reimburse LA-RICS Authority within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. LA-RICS Authority shall incur no liability for any damage to the NCW's Equipment during removal or storage.

23. **INDEPENDENT STATUS**

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

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by NCW without written consent of LA-RICS Authority, which consent will be at LA-RICS Authority's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of NCW or transfer upon partnership or corporate dissolution of NCW shall constitute an assignment hereunder.

25.02 To effect an assignment or transfer pursuant to this Section 25, NCW shall first deliver to the LA-RICS Authority:

- (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 LA-RICS AUTHORITY.

25.03 LA-RICS Authority shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after NCW delivers all such items to the LA-RICS Authority. LA-RICS Authority'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 NCW under the Agreement

arising thereafter and assignee shall be liable to perform the full obligations of the NCW 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 LA-RICS Authority.

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

26. **INTENTIONALLY OMITTED**

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), NCW may terminate this Agreement upon written notice to LA-RICS Authority if such condemnation may reasonably be expected to disrupt NCW's operations at the LTE2 Site for more than forty-five (45) days. NCW may on its own behalf make a claim in any condemnation proceeding involving the LTE2 Site for losses related to the equipment comprising the NCW's Equipment, 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 LA-RICS Authority and NCW shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by NCW, LA-RICS Authority shall provide written notice thereof to NCW. NCW shall have sixty (60) days from the date of said notice in which to cure the default, provided that NCW 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 NCW 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 NCW unless and until NCW has failed to cure a default within the time periods set forth in this section. In the event that NCW 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 NCW for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to NCW, take possession of the LTE2 Site and remove all NCW's improvements located thereon. In the event of a default hereunder by LA-RICS Authority, NCW 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. NCW 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, NCW may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred by NCW in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE2 Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE2 Site in the event of one of the following: (a) the Real Property or the LTE2 Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or LA-RICS Authority in its sole discretion elects not to make such repair); or (b) the Real Property or LTE2 Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt NCW's operations at such LTE2 Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, NCW shall have the right to elect to perform or cause to be performed any of the required repairs to the Real Property or LTE2 Site should LA-RICS Authority elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between LA-RICS Authority and NCW. NCW 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 NCW pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the LA-RICS Authority.

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

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. NCW agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

36.01 NCW 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 NCW certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

36.03 NCW certifies and agrees that it shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 While the LA-RICS Authority 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 NCW has violated Federal or State anti discrimination laws or regulations shall constitute a finding by LA-RICS Authority that NCW has violated the anti-discrimination provisions of this Agreement.

36.05 In the event NCW 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 LA-RICS Authority 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.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with NCW. This Agreement shall not restrict the LA-RICS Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

NCW shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by NCW or its agents and all information obtained in connection with the LA-RICS Authority's right to inspect the LTE2 Site or any other rights provided by this Agreement shall remain the exclusive property of NCW. If required by law, 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 Authority shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, NCW shall not post signs upon the LTE2 Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the LA-RICS Authority.

40.02 Habitation. The LTE2 Site shall not be used for human habitation.

40.03 Illegal Activities. NCW shall not knowingly permit any illegal activities to be conducted upon the LTE2 Site.

40.04 Safety. NCW shall immediately correct any unsafe condition on the LTE2 Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of NCW's use of the LTE2 Site. NCW shall cooperate fully with LA-RICS Authority in the investigation of any accidental injury or death occurring on the LTE2 Site, including a prompt report thereof to the LA-RICS Authority. NCW shall cooperate and comply fully with LA-RICS Authority, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all NCW's structures and enclosures. NCW, at its expense, may use any and all appropriate means of restricting public access to the LTE2 Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LA-RICS Facility or LTE2 Site, as the case may be, and NCW and LA-RICS Authority shall prevent any accumulation thereof from occurring within their respective space and facilities.

40.06 Security Devices. NCW, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE2 Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the LA-RICS Authority.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

NCW hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **NCW'S STAFF AND EMPLOYMENT PRACTICES**

42.01 NCW shall designate one member of its staff as an Operations Manager with whom the LA-RICS Authority may deal with on a daily basis. Any person selected by NCW as an Operations Manager shall be fully acquainted with NCW'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 NCW shall establish an identification system for each of its personnel assigned to service the LTE2 Site that clearly indicates the name of the person. The identification system

shall be furnished at NCW expense and may include appropriate uniform attire and name badges as routinely maintained by NCW.

43. **BANKRUPTCY**

The LA-RICS Authority and NCW hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement NCW 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 NCW, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both LA-RICS Authority and NCW. **LA-RICS AUTHORITY-SPECIFIC PROVISIONS:**

LOBBYIST

NCW and each NCW lobbyist or NCW lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by NCW, shall fully comply with the County of Los Angeles Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

SOLICITATION OF CONSIDERATION

It is improper for any LA-RICS Authority 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 LA-RICS Authority'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 LA-RICS Authority

officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

NCW shall promptly report any attempt by a LA-RICS Authority officer, employee or agent to solicit such improper consideration. The report shall be made either to the LA-RICS Authority manager charged with the supervision of the employee or to the County of Los Angeles Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

#### ACKNOWLEDGEMENT OF LA-RICS AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

NCW acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. NCW understands that it is the County of Los Angeles' policy to encourage NCW to voluntarily post the County of Los Angeles' "Safely Surrendered Baby Law" poster in a prominent position at the NCW's place of business. NCW 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 of Los Angeles' Department of Children and Family Services will supply NCW with the poster to be used.

#### WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

NCW acknowledges that the County of Los Angeles has established a goal of ensuring that NCW'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 LA-RICS Authority and its taxpayers.

As required by the County's Child Support Compliance Program (County of Los Angeles Code Chapter 2.200) and without limiting the NCW's duty under this Agreement to comply with all applicable provisions of law, the NCW 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).

#### RECYCLED BOND PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at LA-RICS Authority landfills, NCW will endeavor to use recycled-content paper to the extent reasonable on this Agreement and all documents related thereto.

**IN WITNESS WHEREOF**, NCW has executed this Agreement or caused it to be duly executed and LA-RICS Authority 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

**NEW CINGULAR WIRELESS PCS, LLC**,  
a Delaware limited liability company

By: **AT&T Mobility Corporation**  
Its: Manager

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

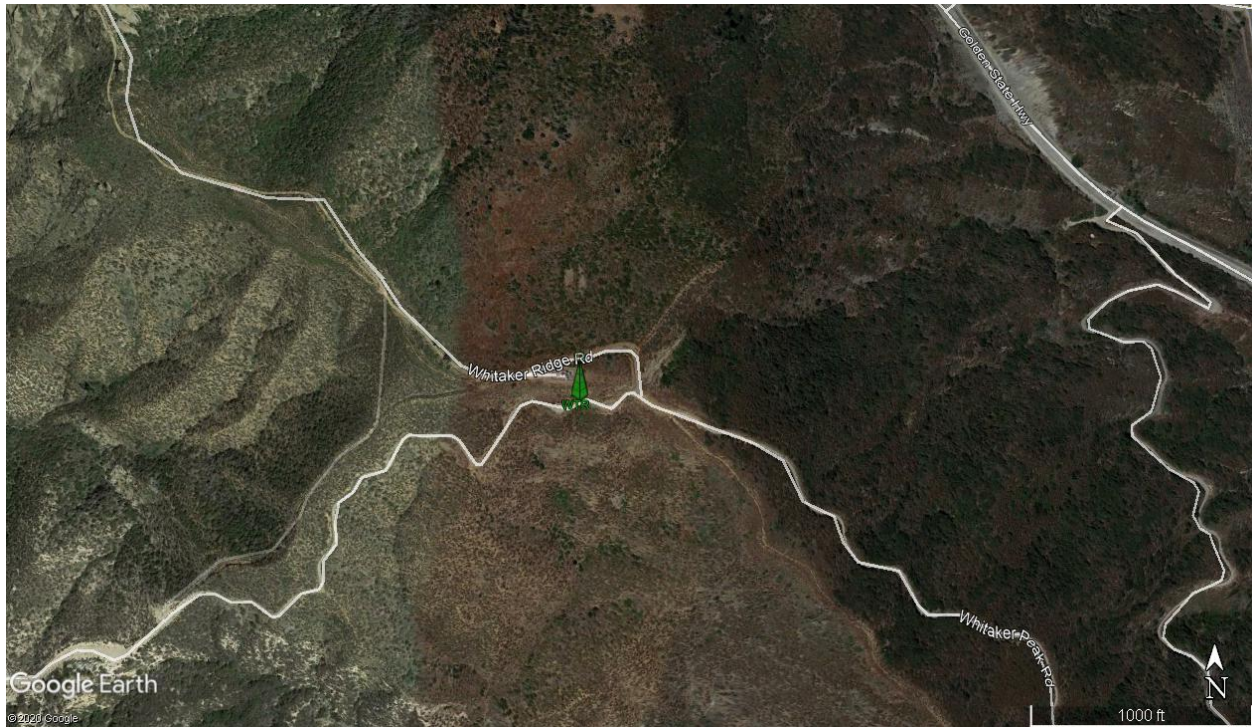
**APPROVED AS TO FORM:**

**MARY C. WICKHAM**  
LA-RICS AUTHORITY COUNSEL

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

**EXHIBIT A-1  
REAL PROPERTY DESCRIPTION**

**EXHIBIT A-2  
LTE2 SITE DESCRIPTION**



**Whitaker Ridge - 2 (WTR2) Telecommunications Site  
Whitaker Peak Road (6N53), Castaic, CA 91384**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
WTR2	Whitaker Ridge-2	U.S. Dept. of Agriculture Forest Service	Whitaker Peak Road (6N53)	Castaic	CA	91384

## EXHIBIT B

### EQUIPMENT LIST

#### Whitaker Ridge (WTR2) Telecommunications Site

New Antenna (4) per Sector (3) Sectors Total,

New 22Kw Generator (1) with New 72 Gal. Belly Fuel Tank (1)

New Outdoor Equipment Cabinet (2) on concrete pad

New Outdoor Battery Cabinet (2) on concrete pad

New Microwave Dish (1),



**EXHIBIT C**

**SITE PLAN**

**[TO BE INCORPORATED BY REFERENCE]**

**EXHIBIT D**  
**COMMUNICATIONS USE LEASE**