



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

### SPECIAL BOARD OF DIRECTORS MEETING

Thursday, November 3, 2022 • 9:00 a.m.

**Microsoft Teams Meeting\* Link:** [Click here to join the meeting](#)

#### Call-in Number for Board Members and Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

**Telephone Number:** (323) 886-6924

**Conference ID:** 512 041 626#

#### AGENDA POSTED: November 2, 2022

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

\*The procedures used for this Teleconference Meeting are governed by AB 361.

MEMBERS		ALTERNATES	
1.	<b>Fesia Davenport</b> , CEO County of Los Angeles Chief Executive Office	1.	<b>John Geiger</b> County of Los Angeles Chief Executive Office
2.	<b>Anthony Marrone (Vice-Chair)</b> , Fire Chief County of Los Angeles Fire Department	2.	<b>Eleni Pappas</b> , Deputy Fire Chief County of Los Angeles Fire Department
3.	<b>Alex Villanueva (Chair)</b> , Sheriff County of Los Angeles Sheriff’s Department	3.	<b>Brian Yanagi</b> , Chief County of Los Angeles Sheriff’s Department
4.	<b>Richard Tadeo</b> , Director, EMS Agency County of Los Angeles Department of Health Services	4.	<b>Jacqueline Rifenburg</b> , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	<b>Phil Ambrose</b> , Battalion Chief Los Angeles Area Fire Chiefs Association	5.	<b>Vacant Seat</b> Los Angeles Area Fire Chiefs Association
6.	<b>Brian Solinsky</b> , Police Chief Los Angeles County Police Chief’s Association	6.	<b>Tom Jacobs</b> , Lieutenant Los Angeles County Police Chief’s Association
7.	<b>Mark R. Alexander</b> , City Manager California Contract Cities Association	7.	<b>Marcel Rodarte</b> , Executive Director California Contract Cities Association
8.	<b>David Povero</b> , Police Chief At-Large Seat #8 (City of Covina Police Department)	8.	<b>Ric Walczak</b> , Captain At-Large Seat #8 (City of Covina Police Department)
9.	<b>Mark Fronterotta</b> , Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	<b>Cardell Hurt</b> , Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	<b>Brian Leyn</b> , Captain At-Large Seat #10 (City of Signal Hill Police Department)	10.	<b>Vacant Seat</b> At-Large Seat #10 (City of Signal Hill Police Department)

OFFICERS
<b>Scott Edson</b> , LA-RICS Executive Director
<b>Arlene Barrera</b> , County of Los Angeles, Auditor-Controller
<b>Keith Knox</b> , County of Los Angeles, Treasurer and Tax Collector
<b>Susy Orellana-Curtiss</b> , LA-RICS Administrative Deputy
<b>Beatriz Cojulun</b> , LA-RICS 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 – NONE
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR – NONE
- VI. REPORTS – NONE
- VII. DISCUSSION ITEMS – NONE
- VIII. ADMINISTRATIVE MATTERS (A – B)
  - A. PERMIT TO ENTER LAND MOBILE RADIO SITES WITH VARIOUS ENTITIES

It is recommended that your Board:

- 1. Delegate authority to the Executive Director to execute, in substantially similar form, a Permit to Enter with San Bernardino County and/or its contractor, to permit San Bernardino County to perform line of sight microwave path verification and link testing at the Frost Peak LMR Site (FRP); and
- 2. Delegate authority to the Executive Director to execute, in substantially similar form, the attached Permit to Enter with other entities who may need temporary access to the Authority's LMR Sites, with approval as to form from County Counsel, and provided the Executive Director complies with any applicable site access or license agreement requirements with land owners, if any, for third party access.

Agenda Item A

- B. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR FOR ROAD IMPROVEMENT WORK AT LAND MOBILE RADIO SYSTEM SITES
  - 1. Approve up to \$15,000 in costs to the County of Los Angeles to share in road repair work leading to the Burnt Peak LMR site (BUR1) to allow for safe access for the Authority and its contractors for continuing LMR work at the site;
  - 2. Delegate authority to the Executive Director to share in future road repair costs for other LMR sites where the County or another public agency



performs the work in-house or procures road repair services via competitive bid processes, so that the Authority can also secure safe access for the Authority and its contractors to those sites, for a not-to-exceed aggregate amount of \$100,000, with such costs being memorialized in a Memorandum of Understanding (MOU) or other agreement by the Executive Director and with the County or other public agency and is approved as to form by County Counsel; and

3. Require the Executive Director to report quarterly to the Board regarding what road repair costs were shared for any LMR Sites, and the remaining amount of the not-to-exceed budget of \$100,000.

Agenda Item B

**IX. MISCELLANEOUS**

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

**XI. CLOSED SESSION REPORT – NONE**

**XII. ADJOURNMENT AND NEXT MEETING**

Regular Board Meeting on Thursday, December 1, 2022, at 9:00 a.m., via Microsoft Teams/ Teleconference Meeting.



## BOARD MEETING INFORMATION

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 TRADUCCIÓN, 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.



## 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

November 3, 2022

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

Dear Directors:

### **PERMIT TO ENTER LAND MOBILE RADIO SITES WITH VARIOUS ENTITIES**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to execute, in substantially similar form, a Permit to Enter with San Bernardino County and/or its contractor, to permit San Bernardino County to perform line of sight microwave path verification and link testing at the Frost Peak (FRP) LMR Site. Board approval is also requested to allow the Executive Director to execute future Permit to Enters with various entities in order to gain temporary access to the Authority's Land Mobile Radio (LMR) sites.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute, in substantially similar form, a Permit to Enter with San Bernardino County and/or its contractor, to permit San Bernardino County to perform line of sight microwave path verification and link testing at the Frost Peak (FRP) LMR Site; and
2. Delegate authority to the Executive Director to execute, in substantially similar form, the attached Permit to Enter with other entities who may need temporary access to the Authority's LMR Sites, with approval as to form from County Counsel, and provided the Executive Director complies with any applicable site access or license agreement requirements with land owners, if any, for third party access.

**AGENDA ITEM A**

## **BACKGROUND**

As construction concludes on the LMR project and sites are completed, the Authority has been receiving requests from outside entities who are interested in accessing the LMR sites for their own projects unrelated to the LMR System. San Bernardino County is interested in performing line-of-sight verification of a possible microwave path from Frost Peak (FRP) for its own public safety system, that would connect with a microwave site in San Bernardino County. If the test is successful, San Bernardino County would pursue discussions for a permanent agreement with LA-RICS for their equipment. An interim and temporary agreement is needed to control proper access to the site, outline the permitted activities, and require defense and indemnity of the Authority. Further, it is anticipated that given the unique locations of many of the LMR sites, other entities would want to evaluate the sites location for their public safety needs. As such, delegated authority to the Executive Director to enter into these future temporary agreements would help facilitate timely access.

Throughout 2014 to 2021, the Authority has executed Site Access Agreements, Special Use Permits, Permits to Enter, and Right of Entry agreements with various land owners in order for the Authority to gain access to the current LMR sites. The Authority shall take into consideration the requirements from these agreements when contemplating entering into a potential Permit to Enter with a third party, to ensure that the Authority is meeting its requirements with the land owners for third party access.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended action will authorize the Executive Director to execute Permits to Enter with third parties to allow temporary entry to the Authority's LMR sites, provided that the Authority complies with any applicable site access or license agreements with land owners, if any.

## **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with the recommended action.

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

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

# PERMIT TO ENTER

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

Permittee:

County of San Bernardino  
Department of Innovation and  
Technology  
670 E. Gilbert Street  
San Bernardino, CA 92415-0915

Permit No. \_\_\_\_\_  
Commencement: (November \_\_\_\_, 2022)  
Expiration: (October 31, 2023)  
30131U Blue Ridge Truck Trail  
Wrightwood, CA 92397

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1. PREMISES: Upon execution hereof by Authority's Executive Director, Permittee is hereby granted permission by the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, a California Joint Powers Authority ("Authority" or "Permitter"), to enter the following portion of Authority-owned or controlled property commonly known as Blue Ridge/Frost Peak (FRP) located at 30131U Blue Ridge Truck Trail, Wrightwood, CA 92397 (the "Premises") as more particularly shown on "Exhibit A" attached hereto and incorporated by this reference. Entry onto the Premises constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. PURPOSE: The sole purpose of this Permit is to allow Permittee and its contractor: Diversified Communications (collectively "Permittee") to enter the Premises to perform line-of-sight microwave path verification and link testing (collectively, the "Permitted Activities"). Any such Permitted Activities performed on the Premises shall be conducted pursuant to a work plan(s) approved in writing by Authority prior to Permittee's entry onto the Premises.
3. TERM: This Permit shall commence on November \_\_\_\_, 2022 and terminate on October 31, 2023.
4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
5. ADDITIONAL CHARGES: Permittee agrees to pay any charges for installation or use of utilities or security that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
6. NOTICE: Notices given pursuant to this Permit shall be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. mail. Such notices shall be deemed received by the



addressee on the date shown on the Return Receipt. Any such notice shall be addressed to Permittee as follows:

County of San Bernardino  
Department of Innovation and Technology  
670 E. Gilbert Street  
San Bernardino, CA 92415-0915  
Attention: Tim Trager, Division Chief  
ttrager@isd.sbcounty.gov

or such other place in California as may hereinafter be designated in writing by the Permittee by written notice to Authority in the manner detailed in this Section. Any notices and Certificates of Insurance to be delivered to Authority shall be addressed to:

Los Angeles Regional Interoperable Communications  
System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attention: Scott Edson, Executive Director

7. INDEMNIFICATION: Permittee agrees to indemnify, defend and save harmless the Authority, its member agencies in the Authority, the land-owner of the Premises, and their elected and appointed officers, member departments, agencies, employees, contractors and agents (collectively, "Authority Indemnified Parties") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, including damage to property, leased property, or statutory or regulatory violations arising from or connected with Permittee's entry on or use of the Premises, its operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with any work or services performed by or on behalf of Permittee by any person pursuant to this Permit.
8. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of Authority Indemnified Parties, Permittee shall provide and maintain, or shall cause its contractors to provide and maintain, the following types and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Authority, and such coverage shall be provided and maintained at Permittee's or its contractors' own expense. Should Permittee be a public agency who is self-insured, Permittee will notify Authority of such self-insurance for its consideration.
  - a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to Authority shall be delivered to Authority prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and Permittee shall provide Authority

with, or Permittee's insurance policies shall contain a provision that Authority shall receive, written notice of cancellation or any change in required insurance hereunder, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to Authority at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance hereunder may constitute a material breach of the Permit, in the sole discretion of Authority, upon which Authority may suspend or terminate this Permit.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to Authority with an A.M. Best rating of not less than A:VII, unless otherwise approved by Authority.
- c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Permit, upon which Authority immediately may suspend or terminate this Permit. Authority, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, Authority may purchase the required insurance that Permittee has failed to maintain, and without further notice to Permittee, pursue Permittee for reimbursement.
- d. Notification of Incidents, Claims or Suits: Permittee shall report to Authority any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or Authority in writing within 24 hours of occurrence.

9. INSURANCE COVERAGE REQUIREMENTS:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming Authority as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.
- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the

State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

10. OPERATIONAL RESPONSIBILITIES: Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of Authority.
- b. Comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the Permitted Activities on the Premises.
- c. Maintain the Premises and surrounding area in a safe, clean and sanitary condition to the satisfaction of Authority.
- d. Conduct the Permitted Activities in a manner that is good and workmanlike, courteous and non-profane, and operate without interfering with the use of the Premises by Authority. Authority has the right to request Permittee to remove any agent, contractor or employee who fails to conduct the Permitted Activities in the manner heretofore described.
- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all Authority property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly replace such property or make such repairs, Authority may, but shall not be required to, replace the property or have repairs made and Permittee shall pay all costs.
- g. Restore the Premises, prior to the termination of this Permit, and to the satisfaction of Authority, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear. This shall include removal of all rubbish and debris, as well as

structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by Authority on the day following the termination of this Permit. Should Permittee fail to accomplish this, Authority may perform the work and Permittee shall pay the cost.

- h. Allow Authority to enter the Premises at any time to determine compliance with the terms of this Permit.
  - i. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the Permitted Activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Authority.
  - j. Prohibit all advertising signs or material from display at the Premises, unless Authority provides its prior written consent.
  - k. Prohibit the sale of food.
  - l. Keep a responsible representative of the Permittee available on the Premises during all permitted hours. This person shall carry copies of this Permit for display upon request.
11. **INDEPENDENT STATUS:** This Permit shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Authority and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Permittee pursuant to this Permit.
12. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights herein given to the Permittee.
13. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the Premises in accordance with the terms and conditions of the Permit for the sole purpose of conducting the Permitted Activities.
14. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
15. **AUTHORITY TO STOP:** In the event that an authorized representative of Authority finds that the activities being conducted on the Premises unnecessarily or unduly interfere with Authority business on the site or endanger the health or safety of persons on or near said property, the representative may require that

this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.

16. **DEFAULT:** Permittee agrees that if default shall be made in any of the terms and conditions herein contained, Authority may forthwith revoke and terminate this Permit.
17. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon Authority for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those specifically identified in Section 2 hereof as part of the Permitted Activities, without prior written approval from Authority, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in Authority. All betterments to the Premises shall become the property of Authority upon the termination of this Permit.
18. **COUNTY LOBBYIST ORDINANCE:** Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Authority may terminate or suspend this Permit.
19. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
20. **ENTIRE AGREEMENT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Authority and Permittee.
21. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
22. **POWER AND AUTHORITY:** The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
23. **SURVIVAL OF COVENANTS:** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Permit.

24. GOVERNING LAW AND FORUM: This Permit shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Permit shall be conducted in the courts of the County of Los Angeles, State of California.

**{Remainder of page intentionally left blank}**

By signing below, I hereby personally covenant, guarantee and warrant that I have the power and authority to obligate the Permittee to the terms and conditions in this Permit.

**PERMITTEE: County of San Bernardino**

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

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

Title: \_\_\_\_\_

The AUTHORITY has executed this permit as indicated below.

**PERMITTER:**

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

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

SCOTT EDSON  
Executive Director

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
Interim County Counsel

By \_\_\_\_\_

TRUC L. MOORE  
Principal Deputy County Counsel



## 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

November 3, 2022

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

Dear Directors:

### **DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR FOR ROAD IMPROVEMENT WORK AT LAND MOBILE RADIO SYSTEM SITES**

#### **SUBJECT**

Board approval is requested to share in road repair work costs with the County of Los Angeles (County) for up to \$15,000 for an access road leading to the Burnt Peak LMR site (BUR1) to allow for safe access for the Authority and its contractors for continuing Land Mobile Radio (LMR) work at the site. BUR1 is a U.S. Forest Service (USFS) site that is provided gratis to the Authority by USFS, but the Special Use Permit (SUP) for all LMR USFS sites require the Authority and users of access roads to share in the repair costs of the roads. Delegated authority to the Executive Director is also requested to share in future road repair costs at other LMR sites where the County or other public agency performs the work in-house or procures road repair services via competitive bid processes managed by the public agency, so that the Authority can continue to secure safe access for the Authority and its contractors, for a not-to-exceed aggregate amount of \$100,000, with such costs being memorialized in a Memorandum of Understanding (MOU) or other agreement with the public agency.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve up to \$15,000 in costs to the County of Los Angeles to share in road repair work leading to the Burnt Peak LMR site (BUR1) to allow for safe access for the Authority and its contractors for continuing LMR work at the site;
2. Delegate authority to the Executive Director to share in future road repair costs for other LMR sites where the County or another public agency performs the work in-

**AGENDA ITEM B**



house or procures road repair services via competitive bid processes, so that the Authority can also secure safe access for the Authority and its contractors to those sites, for a not-to-exceed aggregate amount of \$100,000, with such costs being memorialized in a Memorandum of Understanding (MOU) or other agreement by the Executive Director and with the County or other public agency and is approved as to form by County Counsel; and

3. Require the Executive Director to report quarterly to the Board regarding what road repair costs were shared for any LMR Sites, and the remaining amount of the not-to-exceed budget of \$100,000.

### **BACKGROUND**

As construction concludes on the LMR project and we progress through System Optimization, certain road maintenance and repair work is necessary to continue uninterrupted and safe access to certain LMR sites.

This is the case at BUR1, which is a USFS site that is provided gratis to the Authority by USFS, and where the SUP for all LMR USFS sites require the Authority and all other users of access roads to share in the repair costs of the roads. The County is also a user of the same access road to BUR1, where the County also has a public safety telecommunications installation, and is taking the lead on doing the road repair work and is requesting the Authority share equally in the costs. The current condition of the BUR1 access road needs to be improved and repaired. Currently, the access road suffers from severe soil erosion due to recent rainstorms, making safe access difficult. Road repairs would make it safer.

The County is requesting the Authority share in the repair costs of the road, given the Authority uses the same road and would want safe access for its staff and contractors. Road repair and maintenance work allows certain personnel such as the Authority, the project management team, and any contractors, subject matter experts, inspectors, and the like to safely access BUR1 and other Authority's LMR sites.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended action will authorize the payment to the County of up to \$15,000 in costs to share in road repair work leading to BUR1, and to share in future road repair and maintenance work at any other LMR sites, in a not-to-exceed aggregate amount of \$100,000. Moreover, approval of the recommended action will have an immediate impact to certain LMR sites such as the USFS site, BUR1, as this site's road conditions require expeditious road work to mitigate any potential delays to Phase 4 work completion.

**FISCAL IMPACT/FINANCING**

Any work, as needed, will not exceed an aggregate amount of \$100,000 payable from the UASI open and awarded grants, Contingency line item for unforeseen work and captured in the annual LA-RICS Adopted Operating Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

c: Counsel to the Authority