

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

BOARD OF DIRECTORS MEETING

Thursday, August 1, 2024, • 9:00 a.m.

County of Los Angeles Sheriff's Department (LASD) Community College Bureau 1055 Corporate Center Drive Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: Join the meeting now

Call-in Number for the 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:** 946 622 79#

AGENDA POSTED: July 25, 2024

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

	MEMBERS		ALTERNATES
1.	Fesia Davenport, CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke, Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Vice-Chair), Fire Chief County of Los Angeles Fire Department	2.	Michael Inman, Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Chair), Sheriff County of Los Angeles Sheriff's Department	3.	Brian Yanagi, Chief County of Los Angeles Sheriff's Department
4.	Richard Tadeo, Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg, Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Vincent Capelle, Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association	5.	Michael Browne , Assistant Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association
6.	Scott Wiese, Police Chief (Monterey Park) Los Angeles County Police Chief's Association	6.	Vacant Los Angeles County Police Chief's Association
7.	Joshua Nelson, City Manager (City of Industry) California Contract Cities Association	7.	Marcel Rodarte, Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #3 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #3 (City of Covina Police Department)
9.	Mark Fronterotta, Police Chief At-Large Seat #2 (City of Inglewood Police Department)	9.	Cardell Hurt, Captain At-Large Seat #2 (City of Inglewood Police Department)
10.	Chris Nigg, Fire Chief At-Large Seat #4 (City of La Verne Fire Department)	10.	Brandon Coatney, Deputy Fire Chief At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS			
Scott Edson, LA-RICS Executive Director			
Ronald Watson, LA-RICS Deputy Executive Director			
Oscar Valdez, County of Los Angeles, Auditor-Controller			
Elizabeth Buenrostro Ginsberg, County of Los Angeles, Interim Treasurer and Tax Collector			
Beatriz Cojulun, 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 (A)
 - **A.** June 6, 2024 Regular Minutes

Agenda Item A

- IV. PUBLIC COMMENTS –
- V. CONSENT CALENDAR NONE
- VI. REPORTS (B E)
 - **B.** Director's Report Scott Edson

Agenda Item B

C. Project Manager's Report – Brian Smyth

Agenda Item C

- **D.** Joint Operations and Technical Committee Chair's Report Lt. Robert Weber
- **E.** Finance Committee Chair's Report NONE

VII. DISCUSSION ITEMS (F – J)

F. Land Mobile Radio Network Operations Status and Issues – Ted Pao

Agenda Item F

G. Outreach Update – Lt. Robert Weber

Agenda Item G

H. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN)

Agenda Item H



I. Quarterly Report Governmental Services Uses

Agenda Item I

J. Election of Chairperson and Vice-Chairperson

Agenda Item J

VIII. ADMINISTRATIVE MATTERS (K – L)

K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD. (DBA THE GENESIS GROUP) FOR GENWATCH 3 FOR USE ON THE LAND MOBILE RADIO (LMR) SYSTEM

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement directly with the GenCore Candeo, Ltd. (dba The Genesis Group) for GenWatch3, a data management solution, to enhance and upgrade the existing application on the LMR System. This work would allow the Authority to have broader and more detailed visibility as to the activities and events occurring on the LMR System's Core as well as the LMR System's performance. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for the enhanced data management solution.

Agenda Item K

L. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENTS TO SITE ACCESS AGREEMENTS AND COMMUNICATIONS USE LEASES AT SEVEN LMR SYSTEM SITES

It is recommended that your Board:

- 1. Find that the approval and execution of Amendment No. 1 to the SAA with the County of Los Angeles to allow the County to collocate and install, operate, and maintain their public safety communications equipment at the San Pedro Hill (SPH) LMR site supporting the County's communications systems and the associated activities are categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board letter and as noted in the record of the project.
- 2. Find that the approval and execution of Amendment No. 1 to the Communications Use Lease with the USDAFS for the five (5) LMR sites



(Loop Canyon (LPC), Magic Mountain Link (MML), Portal Ridge (PRG), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR)) to administratively remove authorization to Authority for certain LTE facility co-located at these sites for which New Cingular Wireless, as the current owner of the LTE facility, has sought direct and separate communications special use authorization and Communications Use Leases from the USDAFS is not considered a project under CEQA.

- 3. Authorize the Executive Director to complete negotiations, finalize and execute Amendment No. 1 to the SAA identified herein for the SPH LMR site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, and to future amendments for the option terms to April 30, 2029, all of which must have approval as to form from Counsel to the Authority.
- 4. Authorize the Executive Director to execute Amendments to Communications Use Leases with USDAFS for LMR sites LPC, MML, PRG, WMP and WTR, on a gratis basis, similar in form to the agreements attached hereto as Enclosure 2, and to future amendments for the option terms to December 31, 2049, for these sites, all of which must have approval as to form from Counsel to the Authority.
- 5. Authorize the Executive Director to complete negotiations, finalize and execute real estate agreements for the FCCF LMR site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, which shall also amend and reflect the underlying property owner for the FCCF site, the Los Angeles County Consolidated Fire Protection District, as a party to the SAA, and to exercise amendments for the option terms to the SAA for the FCCF site, all of which must have approval as to form from Counsel to the Authority

Agenda Item L

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, September 5, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



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 <u>as soon as possible</u>. (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.



Thursday, June 6, 2024, - 9:00 a.m.

BOARD MEMBERS PRESENT

Chris Nigg, Fire Chief, City of La Verne Fire Department

ALTERNATES FOR BOARD MEMBERS PRESENT

Brian Hoffman, Principal Analyst, County of Los Angeles Chief Executive Office

Michael Inman, Deputy Fire Chief, County of Los Angeles Fire Department

Jacqueline Rifenberg, Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

Gustavo Jimenez, Captain (Monterey Park), Los Angeles County Police Chief's Association

Joshua Turner, Police Lieutenant, City of Covina Police Department

Cardell Hurt, Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Chief Brian Yanagi, Chief, County of Los Angeles Sherriff's Department

Chief Vincent Capelle, Fire Chief (West Covina), Los Angeles Area Fire Chief's Association

Joshua Nelson, City Manager (City of Industry), California Contract Cities Association



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

I. CALL TO ORDER

Alternate Board Chair Michael Inman welcomed attendees and called the June 6, 2024, Regular Board meeting to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

LA-RICS Team Member Marissa Bosque took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES – (A)

A. May 2, 2024 – Regular Minutes

Agenda Item A

Alternate Board Chair Inman Michael asked the Board if there were any comments or corrections to the Regular Meeting Minutes for May 2, 2024. There were no questions or corrections, therefore, he asked for a motion to approve the minutes.

Alternate Board Member Cardell Hurt motioned first, seconded by Board Member Chris Nigg

AYES (7): Hoffman, Inman, Rifenberg, Jimenez, Turner, Hurt, and Nigg.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.

VI. REPORTS (B – E)

B. Director's Report – Scott Edson



Executive Director Scott Edson greeted the Board and reported that May 2024 was a very busy month for LA-RICS, as it was six (6) months post LMR Final System Acceptance and half-way through the one-year warranty with Motorola Solutions, Inc. (MSI). Executive Director Edson further reported there were no major outages or security issues that impacted end user operations. Executive Director Edson mentioned of an attempted break-in at Portal Ridge (PRG) site, which emphasized the need for improved security. Executive Director Edson further mentioned the LA-RICS team implemented a new alarm response program, and he felt confident that door alarms generated swift responses.

Executive Director Edson shared a few minor problems that were being researched and resolved, which included improving the site IDs that enabled MSI's Network Operations Center (NOC) to properly open an incident or door alarm ticket, permanent power issues at site Burnt Peak (BUR1) and Green Mountain (GRM), the generator power issue at sites without permanent power, and sporadic interference issues the staff was trying to track down. Executive Director Edson went on to say he would address the permanent power issues, and Technical Lead Ted Pao would address the remaining issues in his report before the Board.

Executive Director Edson expressed GRM site near Topanga did not have permanent power due to a slew of issues the City of Los Angeles Department of Water and Power (LADWP) brought to the table, and in order to obtain permanent power from an LADWP power pole that is one hundred (100) feet from the LA-RICS site, LADWP required LA-RICS to replace that pole due to its dilapidated condition. Executive Director Edson further expressed although this pole was currently providing the needed power for the City of Los Angeles (City) Police Department (LAPD) radio site adjacent to the LA-RICS site and has been red-tagged by LADWP for replacement, LADWP required LA-RICS to pay for a new pole and the installation work before it would provide power to the LA-RICS site. Executive Director Edson went on to say LA-RICS complied with the requested payment, however, LADWP required LA-RICS obtain access from the California State Parks property in which the pole resided in order for DWP to perform the pole replacement. Executive Director Edson stated this occurred all while California State Parks and LADWP were working on a big-ticket solution for the area. Executive Director Edson further stated LADWP took years to decide, and it appeared their final decision was for LA-RICS to obtain a Right of Entry agreement from California State Parks, which allowed LADWP to replace their pole. Executive Director Edson went on to say what is not yet clear is indemnification, and, in parallel, LA-RICS was working with the City to use LAPD access rights for LADWP to replace the pole immediately. Executive Director Edson mentioned LA-RICS was concerned the pole would fail any day, and much of the LAPD radio system would go offline.

Executive Director Edson further mentioned it was important to get this done sooner rather than later even though it had been years, because LA-RICS was forced to



rent and maintain a diesel generator that was very costly with rental fees, fuel expenses, and repairs that were beyond the rental vendor's responsibility.

Executive Director Edson shared LA-RICS addressed this issue from three different directions: 1) Right of Entry with LADWP and indemnification, 2) Working with LAPD, 3) Working with the Mayor's office Grants unit since these years of delays and cost overruns were directly the result of LADWP.

Executive Director Edson further shared site BUR1 was under construction when the wildland fire burned through the area and destroyed the power poles and grid for the customers at this peak. Executive Director Edson reported Southern California Edison (SCE) attempted to restore power at this location without the traditional power grid and poles and, instead, SCE designed and implemented a full solar solution. Executive Director Edson further reported that, as expected, the design, regulatory permit clearance, United States Forestry Service (USFS) approval, weather, and road issues caused delays in restoring permanent power at this site. Executive Director Edson stated the power restoration status meeting in May 2024 was canceled due to very little new progress to report. Executive Director Edson further stated LA-RICS, along with all other radio site operators, Federal Aviation Administration (FAA), County of Los Angeles (County) Internal Services Division (ISD), USFS, and LADWP relied on generators to support their operation at this location. Executive Director Edson went on to say, similarly, regarding the generator at site GRM, the expense to maintain this site using temporary power was high as this was a remote site which sat at a high elevation. Executive Director Edson expressed these site conditions brought on a host of issues to maintain ongoing power. Executive Director Edson shared some of the issues such as the diesel fuel, which required a heater to avoid the gelling of the fuel due to the cold temperature, and, additionally, the fuel needed to be polished if there was too much fuel contamination or fuel gelling. Executive Director Edson further shared rodents damaged the wiring in the generator and caused outages, and the generator broke down, often during the night or on weekends, and created unplanned, off-hour coordination with rental vendors, fuel vendors, ISD, and others to restore power. Executive Director Edson reported while the generators broke down with a few incidents in the past two years, due to quick actions of the staff, supporting personnel, and battery backup power, there had only been less than a handful of incidents when the site completely shut down due to a downed generator.

Executive Director Edson stated he would keep the Board abreast of any future developments for these two sites that do not have permanent power, and, as the report indicated, the resolution to a permanent power issue could not come fast enough to mitigate this deficiency.

Executive Director Edson further stated LA-RICS concluded discussions with MSI on the Software Upgrade Agreement (SUA), and a finalized agreement would be brought to the Board soon. Executive Director Edson went on to say LA-RICS was



finishing an analysis and looking to procure other required services and gaps not covered by MSI, and he would discuss this further in the Contracts section.

Executive Director Edson expressed, as he reported to the Board in May 2024, LA-RICS reached near completion of negotiations with MSI for the SUA component of the maintenance of LA-RICS. Executive Director Edson further expressed, with costs that were previously unknown or unable to be estimated, LA-RICS was able to bring to the Finance Committee and the Board the draft Revised Funding Plan for the Board's review and consideration under Agenda Item H.

Executive Director Edson shared the draft Revised Funding Plan took the old plan adopted ten years ago, that included various scenarios and cost factors that would impact cost to "Members" to participate in LA-RICS and simplified it with a subscriber and grant revenue offset model.

Executive Director Edson reported the Finance Committee met on May 29, 2024, with nine (9) out of ten (10) Board designees who attended, and unanimously voted to recommend adoption of the Draft Revised Funding Plan. Executive Director Edson further reported Alternate Board Member Brian Hoffman would provide the Board with an update on Agenda Item E – Finance Committee Report, and he would assist Alternate Board Member Hoffman, as needed. Executive Director Edson went on to say that he would provide additional detail and address any questions under Agenda Item H.

Executive Director Edson shared the Agenda contained a Recommended Operating Budget for Fiscal Year 2024-2025 as Agenda Item I, which incorporated the Revised Funding Plan cost factors with source of funding including grants, subscriber revenue, and AT&T Business Agreement Funds. Executive Director Edson further shared the Board would see a \$10.8 million line item titled, "Other Financing Options" under revenues with notes detailing how the Authority would track costs and revenues with any resultant shortfalls to be discussed with the County and other Joint Powers Authority (JPA) participants. Executive Director Edson expressed with the commencement of the first year of maintenance in November 2024, the recommended budget included actual, projected, and estimated costs associated with those Operations and Maintenance Agreements which had yet to be executed or exercised. Executive Director Edson further expressed these would need Board approval, and as was always the case, there would be no cost incurrence without first confirming corresponding available revenue. Executive Director Edson went on to say the Finance Committee met on May 29, 2024, with nine (9) of out ten (10) Board members who attended, and unanimously voted to recommend adoption of the Fiscal Year 2024-2025 Operating Budget and would address any questions under Agenda Item I.

Executive Director Edson stated the UASI Approval Authority would meet later that day, and LA-RICS would provide an update on their system and advise the other



systems to prepare to connect to LA-RICS. Executive Director Edson further stated, Los Angeles Police Department (LAPD), Port of Los Angeles (POLA), and the Los Angeles World Airports (LAWA) were funded from UASI 2024 to connect to LA-RICS, and those funds would be available in December 2024 or January 2025 confirming once those funds are available systems will be ready with procurements to connect to LA-RICS.

Executive Director Edson expressed the Mayor's office asked all communications systems to provide a one-page update and corresponding verbal presentation of a project status to the Approval Authority, which included an update from LA-RICS. Executive Director Edson further expressed LA-RICS shared with them the success of the system operation to date, as well as significant efforts from LA-RICS as LA-RICS continued to engage, collaborate, and identify a path forward for Interoperability with agencies in the region such as ICI, as well as those that were still building their systems such as LAPD.

Executive Director Edson shared he would again request the Board members who participate in the UASI Approval Authority to continue to push for transparency and collaboration, understanding Interoperable communications continued to be the goal of all involved and should be the focus when deciding on fair and equitable funding distribution – especially for projects that serve many. Executive Director Edson went on to share as LA-RICS worked with agencies to ensure the model the region opted to build was completed, LA-RICS should enforce the position the Approval Authority took at the onset, which was full deployment of systems should be accomplished, along with interconnections among the various communications systems before any funding was awarded for ongoing operations and maintenance. Executive Director Edson went on to say the Approval Authority insisted on this with LA-RICS, and as the Board would note, LA-RICS did not apply for operations and maintenance funding until system acceptance was imminent, however, the same parameters weren't applied to other projects, and LA-RICS was pushing for uniformity, transparency, and equity.

Executive Director Edson stated, additionally, when looking at regional allocation of funding for systems that were completed and qualified for Operations and Maintenance funding, it was imperative to note a system with fifty-eight (58) sites, which included sites in the forest and coastal zone, coverage and capacity for the entire region, serving as the hub for over four thousand (4,000) square miles for all smaller/independent systems, required and deserved a greater portion of funding, than a system that served one agency and had a much smaller footprint and population it served. Executive Director Edson further stated LA-RICS did not hold a seat in the Urban Area Securities Initiative (UASI) Approval Authority and was often-times silenced when LA-RICS advocated for equitable and fair funding, however, nearly every member of the Board did hold a seat and were able to question unfair funding as well as ensure and push for Interoperable



communication versus expansions and technology refreshes of the standalone systems.

Executive Director Edson went on to say LA-RICS would meet with the City Mayor's Office Grants unit to discuss the delays encountered with bringing permanent power to site GRM via LADWP. Executive Director Edson expressed LA-RICS shared with the grantor the unexpected costs this permanent power delay had on LA-RICS and continued to seek assistance from the Mayor's office with LADWP's extensive delays and pivots. Executive Director Edson further mentioned LA-RICS would be sure to provide the Board with an update on this frustrating issue.

Executive Director Edson reported with the culmination of negotiations with Motorola Solutions Inc. (MSI) for services that were proprietary and necessary for Operations and Maintenance of the LA-RICS system, LA-RICS had other services such as engineering, facilities maintenance, and ancillary services that LA-RICS desired to obtain from County of Los Angeles Internal Services Department. Executive Director Edson further reported Agenda Item J requested delegated authority to enter Sole Source negotiations for these services with the agency that had been providing these services under LA-RICS' governmental agency service agreements, making them uniquely familiar, trained and experienced with not only the LA-RICS sites, but the system itself. Executive Director Edson went on to say he would provide the Board with additional information regarding this request under Agenda Item J.

Executive Director Edson shared while LA-RICS negotiated agreements with MSI for the SUA, as well as ISD for certain Operations and Maintenance work and until the first year of maintenance began in November 2024, LA-RICS was returning to the Board for an increase in delegated authority to enlist the County and other governmental agencies for various services at the Land Mobile Radio (LMR) sites through completion of the Warranty period scheduled to run through November 2024. Executive Director Edson further shared the Board had previously delegated authority for Executive Director Edson to enlist assistance from the County and other governmental agencies for various services which he had reported to the Board on a guarterly basis on the uses of that delegation. Executive Director Edson mentioned given MSI's position that it had released its construction contractors and constantly denied certain work that was required through the Warranty period. LA-RICS was nearing depletion of the prior delegation totaling three hundred twenty-five thousand dollars (\$325,000), and, thus, were asking for an increase in that delegation to cover any as-needed work through the Warranty period. Executive Director Edson went on to say he would provide the Board with additional details under Agenda Item K.

Executive Director Edson expressed much had been accomplished, and there was more work to be done now that LA-RICS was operational and served public safety so the Board could better serve the public.



Board Member Chris Nigg asked Executive Director Edson if attention was being paid to, and if there was an analysis focused on the financial impacts of off-hour emergency repairs and operational continuity as vendors charged higher rates for off-hour repairs. Executive Director Edson responded by saying these financial impacts were being paid attention to, the vendors were well managed allowing for work required to occur after-hours would do so with costs tracked; LA-RICS SME, Jacobs found their rates were fair prior to recommending their work for approval; LA-RICS had the appropriate budget, and no issues were found thus far. Board Member Nigg went on to say for accountability purposes, it was important to articulate what these services were costing. Executive Director Edson expressed LA-RICS would continue tracking these costs.

This concluded the report on Agenda Item B by Executive Director Edson. There was no further discussion.

C. **Project Manager's Report** – Brian Smyth

Program Director Brian Smyth greeted the Board and presented Agenda Item C.

Program Director Smyth shared LA-RICS received Board approval for Sole Source negotiations at the previous month's Board meeting, and, on June 3, 2024, DPS Telecom, LLC, presented a demonstration of their camera controls and interface. Program Director Smyth further shared DPS would respond to Authority comments regarding product recommendations, and a follow up meeting would be scheduled. Program Director Smyth reported the schedule for utility power at site BUR1 was proceeding as planned, and SCE construction was scheduled to begin in the 3rd guarter of 2024. Program Director Smyth went on to say LA-RICS construction would occur in parallel with SCE construction. Program Director Smyth mentioned Southern California Edison (SCE) was collaborative and cooperative with LA-RICS and provided suggestions on how they could save LA-RICS money. Program Director Smyth reported the site access road to site Whitaker Middle Peak (WMP) remained inaccessible, and the site access road to Frost Peak (FRP) was open and in good condition. Program Director Smyth further reported migration at site Castro Peak (CPK) was ongoing and the Invitation for Bid (IFB) was in process for the tower demolition work. Program Director Smyth went on to say the target date for contract execution was August 1, 2024. Program Director Smyth further reported the foundation crack repair at site MML (Magic Mountain Link) was completed, and ISD migration was on hold pending completion of cure time for concrete and evaluation of structural calculations. Program Director Smyth went on to say the theft of copper cabling and other damage from the recent burglary attempt at site Baldwin Hills (BHS) was repaired by ISD; site was secured, and police report was filed. Program Director Smyth mentioned there was a failed burglary attempt at site Portal Ridge (PRG) which resulted in damage to the shelter door. Program Director Smyth stated adjustments were in progress in response to the recent site break-



ins, such as shelter key relocation to less conspicuous locations and re-keying of sites.

Program Director Smyth reported significant ice damage to equipment such as the denting of microwave dishes and covers to equipment at site FRP, but there was no system failure. Program Director Smyth further reported LA-RICS requested MSI to modify the design as similar damage occurred at this site in successive years. Program Director Smyth went on to say LA-RICS would continue to work with MSI on finding ways to improve protection of sites from falling ice.

Program Director Smyth shared the Jacobs Project Management Team (PM Team) had a checklist for every field visit, and this checklist included fire suppression systems, intrusion/vandalism, road conditions, Heating, Venting, Air Conditioning (HVAC) conditions, generator and fuel tank conditions, generator runtime, weed abatement, electrical grounding, shelter weatherproofing, tower conditions, and recommendations for follow up activities / repairs.

Program Director Smyth further shared the PM Team found a pattern of issues at sites, and the PM Team was working on resolution of these issues by analyzing root causes. Program Director Smyth went on to say such issues the PM Team observed were water intrusion, pest control, fuel reduction (weed abatement), minor repairs (door hardware, thresholds), poor fuel quality (clogged filters, excessive fuel polishing duration), snow / ice damage (FRP), missing locks on site entry gates that need replacement, site access road conditions, and water that collected in generator enclosures. Program Director Smyth mentioned that when a team member notices water collecting in generator enclosures, the team member would then determine if there was any fuel in the water, and, if so, hazmat procedures would be followed, and, if not, the water was drained through the valve.

Board Member Nigg asked what the process was after site inspection checklists were completed. Program Director Smyth stated the checklist was filed in the project document repository called Prolog, and issues / recommendations were raised in the weekly Maintenance Meeting with MSI. Board Member Nigg also asked how resolution of these issues were carried out. Program Director Smyth stated the PM Team worked with the appropriate party, such as MSI or ISD to resolve issues. Board Member Nigg went on to ask if LA-RICS had a team who was dedicated to fix simple issues on sites. Executive Director Edson mentioned ISD handles simple issues depending on the nature of the work, and any large open issues, construction related or issues covered under the Warranty Plan. Program Director Smyth further mentioned another avenue LA-RICS had for fixing issues at sites was through insurance in which the contractor provided by the insurance company completed necessary site repairs.

This concluded the report on Agenda Item C by Project Director Smyth. There was no further discussion.



D. Joint Operations and Technical Committee Chair's Report – Operations Lead Lieutenant Robert Weber

Operations Lead Lt. Robert Weber greeted the Board and presented Agenda Item D.

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on May 21, 2024, was chaired by Operations Lead Lt. Weber; having quorum present; the Minutes were approved; the Joint Committee received an update on the LMR system by Project Director Smyth; Operations Lead Lt. Weber provided an update on the Ad Hoc Committee stating they were working on Standard Operating Procedures (SOP). Operations Lead Lt. Weber further shared he would provide additional updates that were somewhat the product of Ad Hoc in the Outreach section of his report.

Regarding the UASI Interoperability update, Operations Lead Lt. Weber reported there had not been much activity as recent UASI working group meetings had been cancelled, however they would be meeting today, and LA-RICS continued to move forward in making Interoperability a big part of all things supported by UASI funding.

Operations Lead Lt. Weber stated Technical Lead Ted Pao provided the committee with an update on the LMR Network Operations Status and Issues, similar to what he would present to the Board. Operations Lead Lt. Weber further stated Mr. Scott England shared a presentation regarding Radio Jamming Analysis. Operations Lead Lt. Weber expressed the County of Los Angeles Sheriff's Department (LASD) had come across "jamming equipment" during their investigative operations, in which this equipment appeared to come in from overseas, and bad actors would use this equipment to interrupt communications equipment such as cellular and video surveillance systems that often ran on Wi-Fi. Operations Lead Lt. Weber further expressed at the lower level, these actors were using "jamming equipment" to commit burglaries to circumvent surveillance security systems, and at the higher end, this was linked to crimes under homicide investigations. Operations Lead Lt. Weber went on to say LA-RICS put the equipment in a "control room" where the different spectrum elements could be evaluated, and this issue was significant and worthy of keeping a close eye on for the Joint Operations and Technical Committee, as this equipment was also portable and could easily be transported. Operations Lead Lt. Weber mentioned LASD was looking for ways to protect the system from this type of jamming equipment. Operations Lead Lt. Weber concluded his report stating the next Joint Operations Committee meeting would be held on June 18, 2024.

This concluded the report on Agenda Item D by Operations Lead Lt. Weber.



E. Finance Committee Chair's Report – Brian Hoffman

Alternate Board Member Brian Hoffman greeted the Board and stated he was presenting the Finance Committee Report on behalf of the Finance Committee Chair Leslie Luke for the meeting held on May 29, 2024.

Alternate Board Member Hoffman reported representatives from all seats, except for At-Large Seat #4, were present and provided unanimous recommendation for the Board to adopt the Revised Funding Plan before the Board as Agenda Item H and unanimous recommendation for the Board to adopt the Recommended Operating Budget for Fiscal-Year 2024-2025 as Agenda Item I.

This concluded the report on Agenda Item E by Alternate Board Member Hoffman.

VII. DISCUSSION ITEMS (F – G)

F. Land Mobile Radio Network Operations Status and Issues – Ted Pao

Technical Lead Ted Pao greeted the Board and presented Agenda Item F.

Technical Lead Pao reported the network operated smoothly without major issues affecting end users for May 2024. Technical Lead Pao further reported one outage at site BUR1 where the rental generator failed, and the repair vehicle was unable to reach the site in time due to a minor off-road accident with a recreational vehicle. Technical Lead Pao went on to say, fortunately, LA-RICS did not receive any complaints from end users about the temporary outage.

Technical Lead Pao stated LA-RICS was still dealing with issues related to the site identification (ID) implementation by MSI's Network Operations Center (NOC) support team. Technical Lead Pao further stated MSI transitioned the customer's web interface for maintenance and support from the MyView portal to the Customer Hub portal, and the transition was not smooth for the network as many site IDs were not correctly imported into the new portal, likely because the LA-RICS network had multiple subsystems being monitored by MSI. Technical Lead Pao went on to say while the subsystem component had a unique site ID, this had caused confusion among maintenance personnel who needed to use different sets of IDs for specific tasks, such as door alarm suppression requests.

Technical Lead Pao expressed MSI's NOC personnel, field service personnel, and LA-RICS staff were confused by the missing site IDs and changing procedures, and although the corrective actions were slow, many site IDs were successfully imported into the Customer Hub portal in May 2024.

Technical Lead Pao further reported on the interference issues LA-RICS is experiencing and explained is different from Lt. Weber's presentation on intended



interference with the jammers, this report covered unintended interference. Mr. Pao reported LA-RICS operated over three hundred frequency pairs across VHF lowband, VHF high-band, UHF, and 700/800 MHz bands. Technical Lead Pao went on to say in a congested metropolitan area like Los Angeles, interference was expected, and this interference could originate from within Los Angeles, surrounding counties, or even from other regions of California like San Diego and Fresno counties and could also come from across the border in Tijuana.

Technical Lead Pao reported so far, LA-RICS noticed interference affected a few frequencies at specific sites, and LA-RICS was working with ISD, the spectrum manager for the County and licensee of these frequencies, to address external interference. Technical Lead Pao further reported of one instance where LA-RICS suspected interference was caused by other LA-RICS transmitters, and LA-RICS requested MSI to investigate. Technical Lead Pao went on to say most incidents were intermittent, so pinpointing the source of interference may take some time. Technical Lead Pao mentioned he would provide the Board with updates in future briefings.

Technical Lead Pao shared the monthly network operational statistics for May 2024; the Narrowband Mobile Data Network (NMDN) message count was up to seven thousand (7,000) to eight thousand (8,000) outbound messages most days; inbound message counts numbered around three thousand (3,000) to five thousand (5,000) range; May 2024 NMDN message counts were slightly higher than previous months; for the Analog Conventional Voice Receiver Subsystem (ACVRS) network Push to Talk (PTT) counts for the top ten channels, the dispatch channels were the busiest as usual; for PTT counts per cell, six hundred thirty eight thousand (638,000) PTTs were processed for May 2024. Technical Lead Pao shared data for the talk time minutes for each cell for May 2024 and data of Digital Trunked Voice Recorder Subsystem (DTVRS) usage by hour and by day for May 2024. Technical Lead Pao stated this data would help LA-RICS realize what the average call rate during a particular day of the week was on an hourly basis. Technical Lead Pao went on to share an example, such as if LA-RICS needed to schedule any service impacting system work, the least likely time and day of the week would probably be Mondays and Tuesdays, between 0300 and 0400 hours, and LA-RICS had, in fact, scheduled the June 2024 maintenance work between those hours. Technical Lead Pao shared the top fifteen (15) DTVRS cell use in minutes with almost thirty-six thousand (36,000) minutes for the Downtown Los Angeles cell and about thirty thousand (30,000) minutes for the Downtown UHF. Technical Lead Pao further shared the call counts of the DTVRS Cell Use with the Downtown 700 cell processing two hundred twenty-five hundred thousand five hundred and six (225,506) calls. Technical Lead Pao further shared the individual Talkgroup minutes for May 2024 in which LASD Men's Central Jail (MCJ 1/E) used the most minutes followed by the City of Inglewood Police Department (IGPD). Technical Lead Pao shared data on call counts by cell in which \$1.9 million calls were made system wide. Technical Lead Pao went on to share data for DTVRS Top Agency



Use in which LASD led the way and utilized two hundred ninety-three thousand and sixteen (293,016) minutes followed by the County of Los Angeles Fire Department (LACoFD) with thirty thousand eight hundred and twenty-four (30,824) minutes and IGPD with about twenty-five thousand (25,000) minutes, District Attorney, California State University (CSU), Los Angeles (CSULA) and SoFi Stadium.

This concluded the update on Agenda Item F. There was no further discussion.

G. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the month of May included in the Agenda Packet for review and information.

Operations Lead Lt. Weber reported during the month of May 2024, Authority staff continued with subscriber and affiliate outreach efforts and were coordinating and moving forward with the affiliate radio ID effort with Interagency Communications Interoperability (ICI) System. Operations Lead Lt. Weber further reported the City of Monterey Park Police Department was successfully onboarded on affiliate communications which enabled them to communicate directly with LASD. Operations Lead Lt. Weber thanked the City of Monterey Park Police Department Lt. Paul Villalobos for his coordination in this effort. Operations Lead Lt. Weber stated the Authority staff was working closely with LASD Communications Management Fleet Bureau regarding overall Interoperability, and the Authority staff facilitated and attended several Interoperability meetings. **Operations** Lead Lt. Weber shared the Ad Hoc Committee meetings were progressing well, and the first draft of the regional interoperability Standard Operating Procedures (SOP) would be available for review soon. Operations Lead Lt. Weber further shared staff continued coordination with LAPD communications managers and LASD communications managers in this effort to bring the two (2) largest departments in the County together. Operations Lead Lt. Weber expressed the Authority staff attended the interim Interoperability meeting on May 22, 2024, and the meeting discussed and highlighted the need for communications and planning for the upcoming World Cup soccer games. Operations Lead Lt. Weber further expressed the Authority staff was coordinating with Metropolitan Transit Authority (MTA) officials regarding their new command center that would be critical to the World Cup soccer games and the 2028 Olympics.

Operations Lead Lt. Weber mentioned LA-RICS was continuing to collect Interoperability request forms sent out last year, and twenty-nine (29) have put in requests thus far. Operations Lead Lt. Weber further mentioned the City of Monterey Park Police Department programmed regionals and shared IDs, which would allow coordination with the Sheriff's stations.



Operations Lead Lt. Weber reported Authority staff continued coordination with the City of Rancho Palos Verdes Estates Police Department, City of Claremont Police Department, University of California, and LAPD and continued to work closely to ensure their needs were met. Operations Lead Lt. Weber further reported LA-RICS stayed in close contact with State and Federal partners to ensure Interoperability during major events.

This concluded the update on Agenda Item G. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H – K)

H. REVIEW AND RECOMMEND APPROVAL OF THE DRAFT REVISED FUNDING PLAN

Executive Director Edson presented Agenda Item "H", requesting the Board's approval of the draft Revised Funding Plan. Executive Director Edson reported this revised plan replaced the old plan adopted ten (10) years ago in 2014 that included various scenarios with the subscriber revenue offset model. Executive Director Edson stated the item requested the Board's review of the attached draft Revised Funding Plan and adoption of the Revised Funding Plan, and delegate Authority to the Executive Director to notify Authority members pursuant to Section 5.01 of the Adoption.

Executive Director Edson stated the revised funding plan before the Board considers cost estimates that were unknown at the time of the adoption of the funding plan in 2014. For example, facilities maintenance costs were unknown or were not included in the 2014 Funding Plan, but now with fifty-eight (58) sites built, and understanding the scope required to maintain the sites, LA-RICS was able to add estimated costs for inclusion in the revised plan. Executive Director Edson further shared the maintenance cost included in the 2014 plan did not include the Subscriber User Agreement (SUA) model that MSI implemented in the past few years, and these costs were now included in the draft Revised Funding Plan. Executive Director Edson expressed with the LA-RICS adoption of the User Agreements there was now subscription revenue that could be projected and included in the subscriber revenue model versus a membership model.

Executive Director Edson highlighted a few items comparing the old Funding Plan with the revised Funding Plan and detailed that under the old Funding Plan, there were complex cost factors as members paid in accordance with a complex formula involving geography and population, but in the revised Funding Plan, revenue was based on adopted subscription rates which were adopted by the Board, and the user paid that rate for the number of devices operating on the LA-RICS network. Executive Director Edson mentioned under the old Funding Plan, variable costs to members were due to a lack of stability as cost was tied to the number of members in the LA-RICS JPA, where if a member opted out, other remaining members picked



up those costs with potential variables within fiscal years. Executive Director Edson further detailed that under the revised plan, the cost was controlled by the user, and the user determined how many radios were to connect on the LA-RICS Network which would drive the cost. Executive Director Edson further mentioned under the old plan, membership was in constant flux, where when members opted out, this triggered cost factors to change for the remaining members, but in the new plan, there was no opt out period as costs to the membership was not impacted by the revised Funding Plan but instead was controlled by user agreements.

Regarding Interoperability, Executive Director Edson reported the old plan impacted Interoperability with prospective members, refraining them from joining, because it had an uncertain cost impact, but under the new plan, Interoperability was promoted with known cost factors dictated by the adopted user agreements. Executive Director Edson further reported members opting in and out did not impact users, however, it promoted agencies to enter into user agreements promoting Interoperability.

Executive Director Edson stated under the old plan, at the time of creation in 2014, the sites were not yet built, the location and infrastructure were not finalized and, thus, costs associated with facilities and maintenance were unknown, but with the revised plan, with fifty-eight (58) sites built and operating during the one-year Warranty period, LA-RICS now had a better understanding of scope and costs associated with operating the network facilities. Executive Director Edson mentioned under the old plan, with MSI's new business model, there was no software upgrade model, instead the Funding Plan included a capital replacement refresh cost of \$55 million dollars. Executive Director Edson further mentioned LA-RICS was nearing completion of negotiations with MSI for the new way of maintaining the system with those estimated costs now incorporated into the Revised Funding Plan, and once the Board adopted the Revised Funding Plan, LA-RICS would notify members which LA-RICS believed would not trigger an opt-out period as the draft Revised Funding Plan did not substantially increase the financial obligation of its members and had a set rate of twenty dollars (\$20) per subscriber device equipment.

Executive Director Edson stated, as reported by Finance Committee Alternate Chair Brian Hoffman, the Finance Committee met on May 29, 2024, and voted unanimously to recommend adoption of this draft Revised Funding Plan.

Alternate Board Chair Inman asked for a motion to approve. Alternate Board Member Cardell Hurt motioned first, seconded by Board Member Nigg.

Ayes (7): Hoffman, Inman, Rifenberg, Jimenez, Turner, Hurt, and Nigg

MOTION APPROVED.



I. REVIEW AND RECOMMEND APPROVAL OF THE DRAFT PROPOSED FISCAL YEAR 2024-25 OPERATING BUDGET

Executive Director Edson presented Agenda Item "I", requesting the Board to approve the proposed Fiscal Year 2024-2025 Operating Budget which incorporated revenue from grants awarded to LA-RICS including State Homeland Security Grant Program State Homeland Security Grant Program (SHSGP), UASI, and California State Budget Act Funds of 2022, as well as the LA-RICS Board-adopted Subscriber Agreement revenue, revenue from cost recovery fees associated with collocation proposals at LA-RICS' LMR sites, and the remaining balance from LA-RICS' AT&T Business Agreement funds. Executive Director Edson reported with the completion of the Warranty period anticipated in November 2024, the corresponding withhold LA-RICS retained upon Final System Acceptance would be released to MSI assuming successful delivery of all items pending resolution through the Warranty period.

Executive Director Edson further reported the Board would see a ten point eight (\$10.8) million-dollar line item titled, "Other Financing Options" under revenues with notes detailing how the Authority would track actual costs and revenues with any resultant shortfalls to be discussed with the County and other JPA participants. Executive Director Edson went on to say with the commencement of the first year of Maintenance in November 2024, the attached recommended budget included actual, projected, and estimated costs associated with the Operations and Maintenance agreements which had yet to be executed or exercised, and as LA-RICS assured the Board every year, there would be no cost incurrence without first confirming corresponding available revenue.

Executive Director Edson mentioned Alternate Board Member Hoffman stated in the Finance Committee report, the Finance Committee met on Thursday, May 29[,] 2024, and voted unanimously to approve recommending the amended budget to the Board.

Alternate Board Chair Inman asked for a motion to approve. Board Member Nigg motioned first, seconded by Alternate Board Member Hurt.

Ayes (7): Hoffman, Inman, Rifenberg, Jimenez, Turner, Hurt, and Nigg

MOTION APPROVED.

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH THE COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT (ISD) FOR CERTAIN ENGINEERING, MAINTENANCE, AND ANCILLARY SERVICES



Executive Director Edson presented Agenda Item J, requesting the Board's approval to delegate authority to the Executive Director to enter into negotiations for a Sole Source agreement with County ISD for certain engineering, maintenance, and ancillary services that were necessary for the continued operation of the LMR System beyond the Warranty period.

Executive Director Edson reported the LMR agreement with MSI was currently in the "no-cost" Warranty period, which was set to end on November 16, 2024, which LA-RICS had been working on to ensure there were no gaps in the long-term maintenance services required. Executive Director Edson further reported as part of this effort, the Authority staff was working with MSI to finalize the Year One Maintenance Plan and system upgrade agreement. Executive Director Edson expressed there was certain work not captured in those or any other separately negotiated agreements such as overall facility project management, NOC alarm monitoring, engineering support, emergency site restoration services, generator refueling, weed abatement, and HVAC services to name a few. Executive Director Edson expressed that currently, the engineering, maintenance, and facilities maintenance services were carried out by Jacobs Project Management, MSI and its subcontractor and various County departments including ISD. Executive Director Edson further expressed ISD had the expertise, infrastructure, and extensive familiarity with the LMR System and corresponding sites to provide these services for LA-RICS. Executive Director Edson stated understanding the Authority adopted the County's procurement mode, a notification was made to the Board as well as a request to delegate authority to the Executive Director to engage in negotiations for Sole Source agreement, and should the Board approve, LA-RICS would commence negotiations with County ISD and return to the Board for consideration of any proposed agreement along with corresponding scope, terms, conditions and costs for certain engineering, maintenance, and ancillary services.

Board Member Nigg asked what the alternative would be to ISD performing such work, and Executive Director Edson stated a third-party service that did the exact same job would be used. Board Member Nigg further asked if Executive Director Edson knew any parties that could perform this work, and Executive Director Edson responded the Jacobs Project Management Team was looking at the market (including ISD) to compare prices and would present the best value to the Board.

Alternate Board Member Hurt asked Executive Director Edson to share the current pricing and cost comparisons with the Board, to which Executive Director Edson confirmed he would do so.

Alternate Board Chair Inman asked for a motion to approve. Alternate Board Member Hurt motioned first, seconded by Alternate Board Member Rifenberg.

Ayes (7): Hoffman, Inman, Rifenberg, Jimenez, Turner, Hurt, Nigg



MOTION APPROVED.

K. INCREASE THE NOT-TO-EXCEED AMOUNT CORRESPONDING TO THE AUTHORITY DELEGATED TO THE EXECUTIVE DIRECTOR TO ENLIST THE ASSISTANCE OF THE COUNTY OF LOS ANGELES AND OTHER GOVERNMENTAL AGENCIES FOR VARIOUS SERVICES AT LAND MOBILE RADIO SYSTEM SITES.

Executive Director Edson presented Agenda Item K, requesting the Board's approval to delegate authority to the Executive Director to continue to enlist the assistance from the County and other governmental agencies through completion of the Warranty period to perform various services in-house, via competitive bid, or via emergency processes managed by the County or the governmental agency by way of issuance of a written request for services that may be needed by the Authority at LMR System sites for an aggregate not-to-exceed amount of eight hundred eighty two thousand dollars (\$882,000).

Executive Director Edson stated, if the Board granted approval, such costs would be funded by the UASI Grant, from the contingency line item for unforeseen work and captured in the LA-RICS Adopted Operating Budget. Executive Director Edson further stated once the Board granted approval, the Executive Director would continue to report on a quarterly basis if any of these costs were incurred for services and inform the Board of the remaining balance of the not-to-exceed budgeted amount. Executive Director Edson went on to say the County would perform certain work with other agencies such as: road repair work, generator work, fuel deliveries, rust repairs, weed abatement, tree trimming, and pest control services.

Executive Director Edson mentioned an example of using County ISD for such work was during the felony burglary-theft incident that occurred at site BHS. Executive Director Edson further mentioned ISD rewired the facility. Executive Director Edson shared another example in which LA-RICS was to ask the County of San Bernardino to provide their snowcat for access to site FRP, however, LA-RICS did not end up needing this. Executive Director Edson expressed these were examples of what LA-RICS may need this authority for, and when LA-RICS does need it, the Board would be notified.

Board Member Nigg asked, since this was an extraordinary amount, should this have been brought to the Finance Committee for their review and recommendation, since there was concern of long-term sustainability of LA-RICS' long-term funding. Executive Director Edson stated that process would require another month, and LA-RICS needed the funding right away. Executive Director Edson further stated this was a budgeted amount for which LA-RICS had the money, and LA-RICS would report to the Board if any of the funding was being used. \. Alternate Board Chair Inman confirmed Executive Director Edson stated he would report to the Board



what LA-RICS was using the money for and not seek approval to use the money. Executive Director Edson confirmed this as so, and Ms. Susy Orellana-Curtiss clarified this funding was budgeted under the existing agreement with MSI, and it was MSI's refusal to perform the work that was shifting these funds to the governmental services agreement which the Director currently held. Mrs. Orellana-Curtiss stated this needed to be extended through completion of the Warranty period. Executive Director Edson shared MSI refused to perform work they were contracted for which caused LA-RICS to make such changes. Alternate Board Chair Inman asked if LA-RICS would have a plan for sustainability after November 2024, and Executive Director Edson confirmed this.

Alternate Board Chair Inman asked for a motion to approve. Alternate Board Member Hoffman motioned first, seconded by Alternate Board Member Hurt.

Ayes (7): Hoffman, Inman, Rifenberg, Jimenez, Turner, Hurt, and Nigg

MOTION APPROVED.

IX. ADMINISTRATIVE MATTERS – NONE

- X. MISCELLANEOUS NONE
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD -
- XII. CLOSED SESSION REPORT NONE

XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Inman stated the next Regular Board Meeting would be held on Thursday, July 11, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Inman called for a motion to adjourn the Regular Meeting at 10:00 am. Board Member Nigg made a motion.

Los Angeles Regional

Interoperable Communications System



Location: 2525 Corporate Place, Suite 100 Monterey Park, CA 91754

Authority: Los Angeles Regional Interoperable Communications System

> Management: LA-RICS Project Team

Consultant: Jacobs Project Management Company *Communications Vendor:* LMR - Motorola Solutions, Inc., Brandow & Johnston

> Monthly Report No. 145 August 1, 2024 Submitted July 25, 2024

> Reporting Period: 06/21/24 - 07/20/24

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GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
- 1. Manage network migration for onboarding new entities as well as third party colocation requests
- 2. Develop and Implement Policies as determined by the operations contributors.
- 3. Discuss network Incident trends and maintenance needs
- 4. Permit Compliance
- 5. Asset Management
- 6. Site access road maintenance and repairs
- 7. Procurement of services for maintenance and construction

LMR UPDATES

Site/Civil

- BUR1 and GRM are still running on diesel generators.
 - GRM State Parks confirmed that the single pole is included in a broader easement agreement for all poles within the park. Therefore, LADWP does not need to be included in LA-RICS' ROE. LA-RICS will pursue their own ROE for trenching and weed abatement. LADWP will perform their work under their agreement with State Parks.
 - BUR1 LA-RICS resubmitted the power application addressing the changes requested by SCE. The project remains on track for completion at the end of the year.
- Brandow & Johnston Engineers is finishing the design package for the generator replacement and additional ATS unit at MCI. On behalf of LA-RICS, on July 10, 2024, ISD issued a Purchase Order with Cummins for the generator, ATS, and remote fill station. Cummins estimated that the submittal package for this generator will be provided 3-weeks following the issuance of the Purchase Order. Once these submittals are finalized, this will allow the A&E to complete the design drawings needed to procure the installation vendor.
- The IFB for CPK is underway, and the anticipated bid submission date is August 5, 2024. LA-RICS is obtaining a Special Use Permit for tower demolition.

Warranty Services / Maintenance Oversight

- MSI presented a schedule to conduct fuel polishing at 34 sites, and they covered 33 of 34 except the WMP site because the road is inaccessible.
- Routine Maintenance Activities scheduled in August 2024: Fuel Polishing, Fire Suppression, DC Power, RF Annual PM, Cummins Generator PM, HVAC, Pest Control, Generator Refueling
- Cracks in the tower foundation were discovered at MML. Remediations were completed on May 28, 2024, clearing the way for completion of migration.
- MSI completed HVAC repairs at MCI and plan to do HVAC repairs at PMT in August 2024.

LMR System Maintenance Plan

- MSI formally submitted their proposed LMR System Maintenance Plan which will cover the Authority's requirement of fifteen (15) years of maintenance services. The Authority will approve each year of the warranty plan through a unilateral option.
- The LMR System Maintenance Plan is approved pending an amendment and a unilateral directive to exercise the option of the first year of the plan.



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

SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson Scott Day Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

The purpose of this discussion item is to update your Board on the LMR Network operation status and issues that may be impacting LA-RICS and/or end users.

TP:mbc



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SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

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 Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

MUNICIPALITY	MEETING DATE
Board of Supervisors 1 st District	06/03/24
LA-RICS Board of Directors Meeting	06/06/24
LA-RICS Joint Operations/Technical Ad Hoc Meeting	06/06/24
Board of Supervisors 5 th District	06/10/24
Board of Supervisors 2 nd District	06/11/24
Monthly LA-RICS/MOPS/Cal OES/FEMA Conference	06/11/24
Los Angeles Metropolitan Transportation Authority (MTA)	06/13/24
Law Enforcement Mutual Aid Coordinators meeting	06/18/24
LA-RICS Joint Ops/Tech Committee Meeting	06/18/24
Regional Interoperable Working Group Meeting	06/20/24
San Gabriel Valley Council of Governments (SGVCOG)	06/24/24
LA-RICS Joint Operations and Technical Ad Hoc Committees	06/26/24

MUNICIPALITY	MEETING DATE				
County of Los Angeles Fire Department Meeting	07/02/24				
Motorola Trunked User Group (MTUG)	07/02/24				
Paramedics Communications System Meeting	07/03/24				
La Habra Heights Outreach	07/03/24				
Gateways Cities COG	07/09/24				
LA-RICS Joint Operations and Technical Committee Meeting	07/10/24				
UCLA Police Department coordination	07/11/24				
Gateways Cities COG Presentation	07/15/24				
County of Los Angeles Fire Department Meeting	07/16/24				
Regional Interoperable Working Group Meeting	07/18/24				
Palos Verdes Estates Police Department	07/18/24				
National Homeland Security Conference	07/22/24				
Claremont Police Department Coordination	07/22/24				
Los Angeles School of Police Meeting	07/23/24				
Cal State Police Chiefs Meeting	07/29/24				
ECPC Advanced Technology Working Group	07/30/24				
City of Los Angeles Mayor's Office	07/30/24				
Board of Supervisors 3 rd District	07/31/24				

The Executive Director attended several association meetings related to technology, communications, and public safety.

During the months of June and July the Authority staff continued with our Subscriber and Affiliate outreach efforts. Sergeant Sierra led the efforts regarding Sheriff's Departments Contract Cities which are progressing well. Our affiliate radio ID efforts with the Interagency Communications Interoperability (ICI) system are ongoing. We have successfully onboarded the Monterey Park Police Department and we are working with the Torrance Police Department to onboard them in the near future. Authority staff are working closely with the

LA-RICS Authority Board of Directors August 1, 2024 Page 3

Sheriff's Department's Communications and Fleet Management Bureau (CFMB) regarding overall regional interoperability.

The Authority Staff facilitated and attended several interoperability meetings in the months of June and July. Our Ad-Hoc Committee meetings are progressing well, and we have distributed the first draft of a regional interoperability standard operating procedures to committee members for their review. Authority staff continued our coordination between the City of Los Angeles Police Department (LAPD) communications managers and the County Los of Angeles Sheriff's Department (LASD) Communications Managers. These communications channels have been very helpful as staff from both agencies were deployed to Paris to assist with security for the Summer Olympics. The Authority staff attended the Law Enforcement Mutual Aid coordinators meeting held in Duarte with the goal of having communications coordinators assigned for each Mutual Aid region. These efforts are progressing well. In the month of July, the Authority staff attended the Motorola Trunked User Group meeting held in Glendale. The meeting was informative and may lead to additional coordination between systems. Authority Staff members attended the National Homeland Security Conference in Maimi Florida from July 22, 2024, through July 24, 2024. The Conference was very informative and allowed for information sharing that will be very helpful in the future. The Authority staff continued with our coordination with officials from the Metropolitan Transportation Authority regarding their new command center that will be critical during the World Cup Soccer Games and the 2028 Olympics.

We are continuing to collect interoperability requests via the forms that were sent out last year. At this point we have twenty-eight (28) agencies requesting interoperability with LASD. Seventeen (17) agencies have indicated that they have programed the regional interoperability talk groups. We will continue to work with our partners to further this effort.

Authority Staff continued our coordination with Palos Verdes Estates Police Department, the City of Claremont Police Department, and the UCLA Police Department. Authority staff will work closely with these agencies to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

RJW:mbc



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SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

To: LA-RICS Authority Board of Directors

From:

Scott Edson Scott Da

Executive Director

STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending June 30, 2024.

GS;mbc

Enclosure



COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

ACCOUNTING DIVISION KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 603 LOS ANGELES, CALIFORNIA 90012-3682

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN ROBERT G. CAMPBELL

OSCAR VALDEZ AUDITOR-CONTROLLER

CONNIE YEE CHIEF DEPUTY AUDITOR-CONTROLLER

July 18, 2024

Scott Edson, Executive Director Los Angeles Regional Interoperable Communications System Authority 2525 Corporate Place, Suite 100 Monterey Park, CA 91754

Dear Mr. Edson:

Attached is the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) for the quarter ended June 30, 2024.

If you have any questions, please contact Jung Son at (213) 974-8327 or via e-mail at jeson@auditor.lacounty.gov.

Very truly yours,

Oscar Valdez Auditor-Controller

Rachelle Anema Date: 2024.07.18 13:54:36-07'00'

Rachelle Anema Division Chief

OV:CY:RA:EW:JS:ES:kl H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\LARICS FY23-24 Audit\Quarterly Reports\Quarter 4\FY2024 V5A Quarterly Report 06-30-24.docx

Attachment

Help Conserve Paper – Print Double-Sided "To Enrich Lives Through Effective and Caring Service"

AGENDA ITEM H - ENCLOSURE

Los Angeles Regional Interoperable Communications System Authority (LA-RICS) Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) April 1, 2024 through June 30, 2024

					Fund V5A
Cash Balance, as of April 1, 2024				\$	359,066.23
Description	Record Date	Amount			
Receipts:					
INTEREST ALLOCATION FOR THE MONTH ENDING March 31, 2024	04/01/24	\$ 1,260.31			
INTEREST ALLOCATION FOR THE MONTH ENDING April 30, 2024	05/01/24	1,302.67			
INTEREST ALLOCATION FOR THE MONTH ENDING May 31, 2024	06/01/24	1,373.39			
Subtotal - Interest Income			3,936.37		
Total Receipts		_		-	3,936.37
Total Beginning Cash Balance and Receipts					363,002.60
Disbursements:					
FY23/24-CC12 COUNTY LA-RICS-COUNTY COUNSEL	04/29/24	12,562.60			
FY23/24-CC14 COUNTY LA-RICS-COUNTY COUNSEL	06/27/24	756.45			
Subtotal - Unit 55902 - Member Funded JPA Operations Costs		 	13,319.05	_	
Total Disbursements		_			13,319.05
Ending Cash Balance, June 30, 2024				\$	349,683.55

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division KL 07/10/2024

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\LARICS FY23-24 Audit\Quarterly Reports\FY24_Qtrly Report_V5A---TAB [FY24_4th Qtr]

AGENDA ITEM H - ENCLOSURE



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

SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson Scott Mon Executive Director

QUARTERLY REPORT GOVERNMENTAL SERVICES USES

On June 6, 2024, your Board approved to increase the budget authority previously delegated to the Executive Director to spend on services from the County of Los Angeles and other governmental agencies to perform various services that may be needed by the Authority at Land Mobile Radio (LMR) sites from \$325,000 to \$882,000 for the total aggregate not-to-exceed amount. Your Board also required quarterly reports documenting expenditures incurred under this delegation. The purpose of this discussion item is to update your Board on the expenditures incurred to date for various services required at LMR System Sites and performed by governmental agencies as of quarter ending June 30, 2024.

The year-to-date expenditures as of quarter ending June 30, 2024 equal a total of \$407,838 for various services at LMR Sites including Fuel charges, generator rental & maintenance, weed abatement, pest control services, etc. The remaining balance is \$474,162 out of the not-to-exceed amount of \$882,000.

Original Amount (Not To Exceed \$882,000)		YTD Expenditures		Remaining Balance		
\$	882,000	\$	407,838	\$	474,162	

Quarterly Report Governmental Services Uses

GS;mbc



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SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson Executive Director

ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

The purpose of this discussion item is to notify the Board that at the September 5, 2024, Board Meeting, an item will be calendared to allow the Board to elect a Chairperson and Vice-Chairperson from among the Directors. The Joint Power Authority (JPA) Agreement provides that, at each FY, the Board shall elect a Chairperson and Vice-Chairperson, from the other Board Members.

MBC



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

SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD. (DBA THE GENESIS GROUP) FOR GENWATCH 3 FOR USE ON THE LAND MOBILE RADIO (LMR) SYSTEM

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into negotiations for a sole source agreement directly with GenCore Candeo, Ltd. (dba The Genesis Group) (Genesis) to enhance and upgrade existing GenWatch3 (GW3) software, an existing data management solution for the Land Mobile Radio (LMR) System, which provides effective data monitoring, reporting, and archiving of the activities and events on the LMR System's Core into a centralized platform.

RECOMMENDED ACTION

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement directly with the GenCore Candeo, Ltd. (dba The Genesis Group) for GenWatch3, a data management solution, to enhance and upgrade the existing application on the LMR System. This work would allow the Authority to have broader and more detailed visibility as to the activities and events occurring on the LMR System's Core as well as the LMR System's performance. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for the enhanced data management solution.

BACKGROUND

As the Warranty Period of the LMR Contract is set to conclude on November 16, 2024, the Authority is preparing for long term operations and maintenance of the LMR System, which makes monitoring and management of the LMR System a critical service for the Authority. Genesis, who partners with Motorola Solutions, Inc. (MSI), the Authority's LMR System Contractor, is the only company able to deliver the platform to monitor data through MSI's P25 radio system and has been providing the service to the Authority via the Contract between MSI and the Authority, however, the Authority seeks to contract directly with Genesis to procure additional features and upgrade existing functions not found on the Authority's current version of the application.

The Authority is seeking to enhance the GenWatch3 software that will improve the Authority's Radio System and Information Technology managers' visibility onto the LMR System's activities such as viewing real-time data such as user traffic and network issues, generate additional and more comprehensive reports, and identify illegal carriers using LA-RICS' reserved frequencies, to name a few.

Entering into a contract directly with Genesis for GenWatch3 enhancements is the most cost-efficient avenue as the GW3 software has already been paid for under the Contract with MSI, but it will be cost effective to purchase the upgrades and enhancements directly through Genesis as opposed to modifying the LMR Contract with MSI for the same upgrades and enhancements.

It is for these reasons the Authority is seeking your Board's approval to authorize the Executive Director to commence negotiations with Genesis for a proposed agreement to enhance and upgrade the GenWatch3 software for the LMR System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Executive Director to commence negotiations with the GenCore Candeo, Ltd. (The Genesis Group) to contract directly with the company to enhance and upgrade the Authority's existing GenWatch3, a comprehensive data management platform, that would allow the Authority greater and more detailed visibility as to the LMR System's performance. If approved by your Board, Authority staff will return to your Board upon completion of negotiations with a proposed agreement, corresponding scope, terms and conditions, and costs for implementing the GenWatch3 enhancements.

As the Authority has adopted the County of Los Angeles' procurement mode, in accordance with the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), notification is being provided to your Board, as well as a request to delegate to the Executive Director authority to engage in negotiations for a sole source

agreement. Enclosed with this Board Letter is a Sole Source Checklist consistent with the Board of Supervisors Policy No. 5.100.

FISCAL IMPACT/FINANCING

At present, there is no fiscal impact. Once negotiations with Genesis have completed and an agreement is finalized, Authority staff will return to your Board with a proposed agreement that includes corresponding scope, terms and conditions, and cost to enhance and upgrade the GenWatch3 software for the LMR System. The resulting contract will be funded with State funds or UASI funds, depending on the timing of any agreement award, if the Board approves such award.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

Upon your 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,

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SCOTT EDSON EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

SOLE SOURCE CHECKLIST LA-RICS

New Sole Source Contract

Sole Source Amendment to Existing Contract Date Existing Contract First Approved:

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS		
(✓)	Identify applicable justification and provide documentation for each checked item.		
	 Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist." 		
	Compliance with applicable statutory and/or regulatory provisions.		
	 Compliance with State and/or federal programmatic requirements. 		
	 Services provided by other public or County-related entities. 		
	 Services are needed to address an emergent or related time-sensitive need. 		
	 The service provider(s) is required under the provisions of a grant or regulatory requirement. 		
\checkmark	 Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. 		
	 Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods. 		
	 Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods. 		
	 Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. 		
	 It is more cost-effective to obtain services by exercising an option under an existing contract. 		
✓	 It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. 		



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

August 1, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENTS TO SITE ACCESS AGREEMENTS AND COMMUNICATIONS USE LEASES AT SEVEN LMR SYSTEM SITES

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to the enclosed Amendment to the Site Access Agreements (SAA) with the County of Los Angeles (County) for one (1) Land Mobile Radio (LMR) System sites as identified in Enclosure 1 and Amendments to the Communications Use Leases with USDA Forest Service (USDAFS) for five (5) LMR System sites as identified in Enclosure 2. This letter also requests delegated authority to the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to Enclosure 1 for the Fire Command and Control Facility (FCCF) LMR site with Los Angeles County Consolidated Fire Protection District.

RECOMMENDED ACTION:

It is recommended that your Board:

 Find that the approval and execution of Amendment No. 1 to the SAA with the County of Los Angeles to allow the County to collocate and install, operate and maintain their public safety communications equipment at the San Pedro Hill (SPH) LMR site supporting the County's communications systems and the associated activities are categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302,

15303 and 15304 for the reasons stated in this Board letter and as noted in the record of the project.

- 2. Find that the approval and execution of Amendment No. 1 to the Communications Use Lease with the USDAFS for the five (5) LMR sites (Loop Canyon (LPC), Magic Mountain Link (MML), Portal Ridge (PRG), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR)) to administratively remove authorization to Authority for certain LTE facility co-located at these sites for which New Cingular Wireless, as the current owner of the LTE facility, has sought direct and separate communications special use authorization and Communications Use Leases from the USDAFS is not considered a project under CEQA.
- 3. Authorize the Executive Director to complete negotiations, finalize and execute Amendment No. 1 to the SAA identified herein for the SPH LMR site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, and to future amendments for the option terms to April 30, 2029, all of which must have approval as to form from Counsel to the Authority.
- 4. Authorize the Executive Director to execute Amendments to Communications Use Leases with USDAFS for LMR sites LPC, MML, PRG, WMP and WTR, on a gratis basis, similar in form to the agreements attached hereto as Enclosure 2, and to future amendments for the option terms to December 31, 2049 for these sites, all of which must have approval as to form from Counsel to the Authority.
- 5. Authorize the Executive Director to complete negotiations, finalize and execute real estate agreements for the FCCF LMR site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, which shall also amend and reflect the underlying property owner for the FCCF site, the Los Angeles County Consolidated Fire Protection District, as a party to the SAA, and to exercise amendments for the option terms to the SAA for the FCCF site, all of which must have approval as to form from Counsel to the Authority

BACKGROUND

Your Board previously approved and authorized the Executive Director to negotiate, finalize and execute Amendment to the SAA for LMR site SPH on July 6, 2023. As part of the SPH SAA, the County reserved rights to and the SAA contemplated that the County will co-locate with the Authority on the Authority's new LMR tower and cable bridge and inside the Authority's new communications equipment shelter after they are constructed. The migration of County equipment to Authority's LMR site for collocation will also enable the existing County facility at SPH to be removed to meet conditions of approval for construction of the Authority's LMR site by the Federal Aviation Administration (FAA), the

underlying landowner, which was predicated on no net increase of communications facility on the FAA property through removal of the County's existing facility at the County-leased SPH site after the Authority built its new LMR facility and after County completes relocating its equipment to and collocating at the Authority's LMR site.

Amendments No. 1 to the SPH SAA memorializes the mutually agreed placement of County's equipment at the Authority's SPH LMR site after the County notified the Authority of its intent to exercise its reserved rights in the SAA to start collocation in the near future. The Amendment to the SPH SAA also includes provisions that make obligations in the SAA mutual for the parties pertaining to County's collocation, installation, operation and maintenance of equipment on and/or in Authority owned facility, such as indemnification and prior review and approval of proposed changes to the County's collocated equipment. Further changes have been made to the proposed amendment presented to your Board on July 6, 2023 to include amendment to the SAA's ground maintenance provision from further negotiation with the County to reflect Authority's responsibility to maintain the Authority's LMR site at SPH instead of the County as the Authority's as-built LMR site is physically situated approximately 100 feet away from and outside of the County's site footprint and perimeter fence on the FAA campus. This change and clarification to the maintenance responsibility considered the roles of parties post County equipment migration where the Authority becomes the operator of the shared, collocated facility, and the amended maintenance provision for the SPH SAA mirrors other Authority SAAs with the County where County is responsible for ground maintenance of a shared facility when County is the operator of the facility. Furthermore, Amendment No. 1 to the SPH SAA will amend and update the Authority's equipment list in SAA Exhibit B to reflect as-built LMR installation at SPH as required by the SAA and add an AlertCALIFORNIA (formerly known as Alert Wildfire) camera to be installed at Site SPH, as previously authorized by your Board on September 22, 2022, to facilitate wildland fire monitoring. With the amended Exhibit B, the County will pursue amending its outgrant or master lease with the FAA which the FAA requires prior to authorizing the Authority's installation of the AlertCALIFORNIA camera.

For the FCCF LMR site, the Los Angeles County Consolidated Fire Protection District (Fire), as the underlying landowner, desires to collocate on the Authority's LMR tower for its communications purpose compatible with Authority's use and occupancy of the LMR tower. The County Chief Executive Officer, under delegated authority from the County Board of Supervisors acting as the governing body of Fire, executed the FCCF SAA which included reservation of rights to co-locate equipment on the Authority's LMR tower. Amendment to the FCCF SAA will memorialize the mutually agreed placement of County's and/or Fire's equipment on the Authority's LMR tower at FCCF and make obligations in the SAA mutual for the parties pertaining to the County and Fire's collocation, installation, operation and maintenance of equipment on the Authority's LMR tower. Amendment for the FCCF SAA will also clarify parties to the SAA and reflect Fire as the underlying landowner of the FCCF site.



Delegated authority is requested for the Executive Director to finalize and execute Amendment to the SAAs for Site SPH and FCCF in substantially similar form to Enclosure 1 attached to this Board letter, and to future amendments for the SAA option terms for each of the respective SAA, all of which must have approval as to form from Counsel to the Authority.

In addition, delegated authority is also requested for the Executive Director to execute Amendments to the Communications Use Leases with USDAFS for five (5) LMR sites (LPC, MML, PRG, WMP and WTR) in the Angeles National Forest, substantially similar in form to the agreements attached as Enclosure 2, and to future amendments for the option terms to December 31, 2049 for these sites, all of which must have approval as to form from Counsel to the Authority. The USDAFS, as the federal jurisdiction and underlying landowner of these five LMR sites with co-located LTE equipment, requires the use of federal national forest system land to be authorized directly by USDAFS. As such, AT&T has sought its direct authorization from USDAFS for certain LTE equipment constructed and installed on Forest land that was authorized previously by the USDAFS under Authority's Communications Use Leases with the USDAFS while the Authority was the owner of the LTE assets and prior to the LTE asset transfer to AT&T. In parallel, the USDAFS requested amending the Authority's leases for these five sites with co-located LTE equipment to remove the same LTE equipment on Forest land for which AT&T has sought direct authorization and Communications Use Leases from the USDAFS. The LTE equipment on Authority's LMR tower at these five sites will continue to remain in the Authority Communications Use Lease with the USDAFS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Amendments No.1 to the SAAs with County of Los Angeles for Site SPH and to the SAA for Site FCCF makes obligations in the SAAs mutual for parties to the agreements pertaining to County's and Consolidated Fire Protection District's collocation, installation, operation and maintenance of their respective equipment on or in Authority built infrastructure at Site SPH and at Site FCCF. The proposed Amendment to the SAA is anticipated to better ensure compatibility between both parties' systems and operations and further supports public safety communications in the region. The proposed Amendments to the Communications Use Leases with USDAFS will provide an updated, current list of equipment for which the Authority is responsible for compliance to USDAFS' guidelines and regulations for communications special use of national forest system land in the Angeles National Forest. Granting approval for the execution of these proposed Amendments will fulfill the terms of our SAA with the County and our Communications Use Leases with the USDAFS as well as provide pathway for compliance with underlying property owner requirements.

FISCAL IMPACT/FINANCING

No fiscal impact is anticipated.

ENVIRONMENTAL DOCUMENTATION

Approval and execution of Amendments No. 1 to the SAAs for Site SPH and FCCF to allow County and Consolidated Fire Protection District's collocation, installation, operation and maintenance of communications equipment on or in the Authority's LMR facility at Site SPH and on the LMR tower at Site FCCF, respectively, are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15304. The activities associated with the County's and Consolidated Fire Protection District's collocation (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consist of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304).

None of the activities proposed at these sites triggers any applicable exceptions to the identified categorical exemptions. (Guidelines § 15300.2.) Specifically, the work 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 work at these sites will have a significant effect on the environment due to unusual circumstances; the 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 work at these sites would not cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for LMR Site SPH and FCCF in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

N/X

SCOTT EDSON EXECUTIVE DIRECTOR

NY:mbc

Enclosure

c: Counsel to the Authority

AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT SAN PEDRO HILL COMMUNICATIONS SITE

THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT SAN PEDRO HILL COMMUNICATIONS SITE (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this _____ day of _____ 2024 ("Effective Date").

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement San Pedro Hill Communications Site ("SAA") dated May 1, 2020 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site (included and attached hereto as <u>Exhibit A.1</u>);

WHEREAS, the US Department of Transportation, Federal Aviation Administration (FAA), as landowner of certain real property commonly known as Los Angeles County San Pedro Hill Communications Site ("SPH") at 3860 East Crest Road, Rancho Palos Verdes, California 90274("Real Property"), has approved for the County to sublicense use of Real Property to LA-RICS AUTHORITY pursuant to a certain land Outgrant license No. 690EG4-20-N-80011 (attached hereto and incorporated herein by this reference and added to the SAA as <u>Exhibit A.2</u>) and a sub-outgrant application from LA-RICS AUTHORITY, subject to removal of the County's existing communications site (licensed under FAA Supplemental Lease or Outgrant No. DTFAW-04-L-23010) at San Pedro Hill after the County completes its equipment relocation to and colocation in the new, replacement communications site built by LA-RICS AUTHORITY;

WHEREAS, pursuant to section 7 of the SAA, the County reserved the right to use space within the LMR Site and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY's operations; and

WHEREAS, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY's LMR tower, equipment shelter and cable bridge for County to operate the County Facilities, and changes to the parties' ground maintenance responsibilities incidental to the County's co-location; and

WHEREAS, the LA-RICS AUTHORITY wishes to amend its equipment list as contained in Exhibit B of the SAA to reflect the as-built condition of the LA-RICS Facility and to include additional equipment the LA-RICS AUTHORITY proposes to install.

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:

AGREEMENTS

1. <u>Capitalized Terms; Paragraph References.</u> Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA, unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

2. <u>Amendment to Section 1 (LMR Site)</u>. The following new paragraph shall be added to the end of Section 1 and a new "<u>Exhibit C.1</u>" attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The County's reservation of right to use a portion of the space on or in the LA-RICS AUTHORITY's LMR tower, equipment shelter and cable bridge for collocation of the County Facilities on the LMR Site shall be subject to the terms and conditions set forth herein. The space to be used by the County in or on the LA-RICS Facility at SPH will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent to Installation or Alterations of Equipment, prior to County's collocation on or in the LA-RICS AUTHORITY's telecommunications tower, equipment shelter and cable bridge, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles Collocation at LA-RICS AUTHORITY's San Pedro Hill Communications Site, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the County for its County Facilities."

3. <u>Amendment to Section 2 (Purpose and Use)</u>. Section 2 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 2 (PURPOSE AND USE) of the SAA:

"2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor, and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain and operate the LA-RICS AUTHORITY'S LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property, other necessary space, and private access roads and easements for ingress to and egress from the LMR Site, 24 hours per day, 7 days per week without notice. The LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

2.04 Notwithstanding any language to the contrary contained within this Section 2 or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower, equipment shelter and cable bridge at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

4. <u>Amendment to Section 4 (Term)</u>. The following new paragraph shall be added to the end of Section 4 :

"Notwithstanding any language to the contrary contained within this Section 4 or this Agreement, the County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of LA-RICS AUTHORITY's LMR tower, equipment shelter, and cable bridge shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

5. <u>Amendment to Section 6 (Conditions Precedent to Installation or Alterations of</u> <u>Equipment</u>). The following new paragraph shall be added to the end of Section 6 and a new "<u>Exhibit B.1</u>" attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR tower and in LMR equipment shelter. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's, review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any

equipment installed by the County, including power outputs or changes in the use of frequencies described in <u>Exhibit B.1</u>, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements. The Parties shall update Exhibits B and C to reflect the most recent alteration of LA-RICS AUTHORITY equipment, frequencies, or facilities as approved by County. The Parties shall update Exhibits B.1 and C.1 to reflect the most recent alteration of County equipment, frequencies, or facilities AUTHORITY."

6. <u>**Revisions to Section 9 (Maintenance)**</u>. Section 9 shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 (Maintenance) of the SAA:

"9. **MAINTENANCE**

9.01 County shall be responsible for maintenance of the portion of the Real Property, except the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. LA-RICS AUTHORITY shall be responsible for maintenance of the LMR Site including general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following thirty (30) days written notice from County, County may perform the work and LA-RICS AUTHORITY shall reimburse the cost thereof to the County upon written demand by County.

9.02 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall reimburse the cost thereof to the County upon written demand by County. This section shall apply to the County and its sublicensees for its use of the LMR tower, equipment shelter, cable bridge, and any portion of the LA-RICS Facility at the LMR Site."

7. <u>Amendment to Section 11 (Other Operational Responsibilities)</u>. Section 11 shall be deleted in its entirety and replace with the following new paragraphs which shall be added as the new Section 11 (Other Operational Responsibilities) of the SAA:

"11. OTHER OPERATIONAL RESPONSIBILITIES

- 11.01 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall:
- (a) Comply with and abide by all applicable rules, regulations and directions of County.
- (b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.
- (c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except

as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

- (d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.
- 11.02 Operation by County.
- (a) County shall install, operate and modify its own equipment for the County Facilities on the LMR tower, equipment shelter and cable bridge at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.
- (b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.
- (c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR tower, equipment shelter and cable bridge by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.
- (d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the County equipment and any and all fixtures and personal property belonging to County that are installed on or placed within the LMR tower, equipment shelter and cable bridge, 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."

8. <u>Amendment to Section 13 (Access To LMR Site)</u>. Section 13 shall be deleted in its entirety and replace with the following new paragraphs which shall be added as the new Section 13 (Access to LMR Site) of the SAA:

"13. ACCESS TO LMR SITE

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LMR Site ("Access"), but only to the extent County has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at Licensee's cost.

13.02 LA-RICS AUTHORITY acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s)

of the Real Property, a separate grant of access for itself and its member agencies and the LMR Vendor. For County's use of the LA-RICS Facility on the LMR Site, County will obtain separate grant of access from the owner(s) of the Real Property for the County, its employees, agents or vendors, and contractors as applicable.

13.03 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and/or any owner(s) of applicable access paths and roads, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by County and/or any owner(s) of applicable access paths and roads upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor.

13.04 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and County mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

9. <u>Amendment to Section 16 (Utilities)</u>. Section 16 shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 (Utilities) of the SAA:

"16. <u>UTILITIES</u>

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

16.02 County shall, at its sole cost and expense, be responsible for any utility costs necessary for the operation of the County's equipment and County Facilities.

16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice. The party holding the utility meter account will be provided with the monthly kilowatt hour power usage by the other party to enable determination of the cost of utility to be invoiced, which shall be billed using the same tariff or meter rate as charged by the utility service provider.

16.04 Due to the limited space available at the LMR sites, it is in the best interest of the parties to minimize the number of generators at each site; therefore, the parties agree to

collaborate in good faith on agreements to share use of emergency generators when feasible. County is expected to share the use of LA-RICS' new emergency generator at SPH after County completes its equipment co-location at the LMR Site. LA-RICS makes no guarantees regarding generator backup power reliability or future sufficiency."

10. <u>Amendment to Section 18 (Insurance)</u>. The following new paragraphs shall be added to the end of Section 18 (Insurance) of the SAA:

"18.1 COUNTY'S INSURANCE REQUIREMENTS

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. 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 Amendment No. 1. Such evidence shall specifically identify this Agreement. County 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. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) <u>**Commercial General Liability.**</u> 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 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 from 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

(b) <u>Workers Compensation</u>. 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 COUNTY and employer's liability insurance with limits of

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

(c) <u>**Commercial Property Insurance</u>**. County may self-insure this risk. Such coverage shall:</u>

• Provide coverage for County's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.

• Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY and County 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 SAA.

(d) **Construction Insurance.** If major construction work is performed by County during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then County or County's contractor shall provide the following insurance:

• **Installation Floater Insurance.** If County 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 County 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 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 County 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 County'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 County'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 selfinsurance 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 County's contractor employees. If County'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 COUNTY is subject. If County'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. County'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.

18.1.2 <u>Insurer Financial Ratings</u>. 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.

18.1.3 <u>Failure to Maintain Coverage</u>. Failure by County to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this SAA.

18.1.4 <u>Notification of Incidents.</u> County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

18.1.5 <u>Compensation for LA-RICS AUTHORITY Costs</u>. In the event that County 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 or County shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

18.1.6 <u>Failure to Procure Insurance</u>. Failure on the part of County 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 County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be

suspended during any period that County fails to maintain said insurance policies in full force and effect."

11. <u>Amendment to Section 22 (LA-RICS Facility Removal)</u>. Section 22 shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 22 (LA-RICS Facility Removal) of the SAA:

"22. LA-RICS FACILITY REMOVAL

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, and entirely at LA-RICS AUTHORITY's own cost, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation, and entirely at LA-RICS AUTHORITY's own cost. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

22.03 If LA-RICS AUTHORITY has to remove its LA-RICS Facility from the LMR Site, County and its third-party sublicensees must vacate the LA-RICS Facility prior to the removal of the LA-RICS tower, equipment shelter and cable bridge. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed. If LA-RICS AUTHORITY is required to, or elects to remove, the LA-RICS Facility from the LMR Site, County shall have the right of first refusal to acquire the LA-RICS Facility and retain it on site, subject to approval of the County to retain the LA-RICS Facility on site, the approval of all grantor(s) for the transfer of grant-funded improvements, and the County's assumption of any grant conditions."

12. <u>Amendment to Section 47 (Entire Agreement)</u>. Section 47 shall be deleted in its entirety and replace with the following new paragraph which shall be added as new Section 47 (Entire Agreement) of the SAA:

"47. ENTIRE AGREEMENT

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification

of any terms or provisions shall be effective unless set forth in writing, signed by both County and LA-RICS AUTHORITY. The Parties agree that Exhibits B (LA-RICS AUTHORITY Equipment List), B.1 (County Equipment List), C (LA-RICS AUTHORITY Site Plan), C.1 (County Site Plan) may be periodically updated and replaced to reflect changes in equipment and facilities as mutually approved, in writing, by the Parties consistent with Section 6, without need to further amend this Agreement."

13. <u>Amendment to Additional Sections of the SAA to Make the Obligations, Terms and</u> <u>Conditions Mutual Between the County and LA-RICS AUTHORITY</u>. The following sections of the SAA are amended to incorporate mutual identical obligations, terms and conditions, and insurance requirements on the County for its County Facilities at the LMR Site, as was imposed on the LA-RICS AUTHORITY for its LMR Site on the Real Property:

- a. Section 3 (Approvals/Design Review)
- b. Section 5 (Consideration)
- c. Section 7 (Installation)
- d. Section 8 (Alterations)
- e. Section 10 (Construction Standards)
- f. Section 12 (Relocation)
- g. Section 14 (Emergency Access by County)
- h. Section 15 (Radio Frequency Emissions/Interference)
- i. Section 18 (Insurance)
- j. Section 20 (Taxes)
- k. Section 25 (Assignment)
- I. Section 31 (Damage or Destruction)
- m. Section 42 (LA-RICS AUTHORITY's Staff and Employment Practices)

14. <u>**Replacement of Exhibit "B" (Equipment List for LA-RICS AUTHORITY)**</u>. Exhibit "B" shall be replaced with the enclosed amended Exhibit "B" (Equipment List for LA-RICS AUTHORITY) and incorporated by reference.

15. <u>No County Default</u>. LA-RICS AUTHORITY represents and warrants as of the Amendment No. 1 Effective Date that (a) no defenses or offsets exist to the enforcement of the SAA by County, (b) neither LA-RICS AUTHORITY nor County is in default in the performance of the SAA or any provisions contained therein, (c) neither LA-RICS AUTHORITY nor County has committed any breach of the SAA, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by LA-RICS AUTHORITY or County under the SAA. In the event of a conflict between the SAA and this Amendment No. 1, the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

16. <u>Modification</u>. The SAA, as amended herein by this Amendment No. 1, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The

SAA and this Amendment No. 1 may be further amended only in writing signed by both County and LA-RICS AUTHORITY.

17. <u>Effectiveness of SAA</u>. Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

18. <u>**Governing Law and Venue**</u>. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 1 shall be conducted in the County of Los Angeles, State of California.

Counterparts; Electronic Signatures. This Amendment No. 1 and any other document 19. necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. County and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the LA-RICS AUTHORITY and COUNTY have executed this Amendment No. 1 as of the Effective Date.

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a California joint powers authority COUNTY OF LOS ANGELES,

a body corporate and politic

Ву:	By:
Print Name:	Print Name:
Its:	Its:

APPROVED AS TO FORM:

DAYWN R. HARRISON County Counsel

By: ___

Senior Deputy

APPROVED AS TO FORM:

DAYWN R. HARRISON County Counsel

By: ___

Senior Deputy

ATTEST:

DEAN C. LOGAN Registrar-Recorder/County Clerk

By:

Deputy

EXHIBIT A.1

SITE ACCESS AGREEMENT

[Incorporated by Reference]

EXHIBIT A.2

FAA OURGRANT WITH COUNTY OF LOS ANGELES FOR SITE SAN PEDRO HILL (ALSO KNOWN AS FAA QLA ARSR)

[Incorporated by Reference]

EXHIBIT B.1

COUNTY'S EQUIPMENT LIST

[Incorporated by Reference]

EXHIBIT C.1

SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT SAN PEDRO HILL COMMUNICATIONS SITE

[Incorporated by Reference]

Auth ID: 0501LOOP4 Contact Name: Los Angeles Regional Interoperable Communications System Use Code: 806

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

AMENDMENT FOR SPECIAL USE AUTHORIZATION NUMBER 1

This amendment is attached to and made a part of the Special Use Authorization for **Private Mobile Radio Service**, **0501LOOP4**, issued to **Los Angeles Regional Interoperable Communications System Joint Powers of Authority (LA-RICS)** on **02/07/2020**, which is hereby amended as follows:

Removal of the following facility components:

Six (6) outdoor cabinets on a 21'-4" x 17'-4" concrete pad One (1) 20kW diesel generator with 64-gallon belly tank (on concrete pad with outdoor cabinets)

This Amendment is accepted subject to all its terms, including any attachments.

Scott Edson		
Executive Director		
LA-RICS Authority,	a joint California P	owers Authority

Roman Torres Forest Supervisor Angeles National Forest

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Auth ID: 0501MAGICMT3 Contact Name: Los Angeles Regional Interoperable Communications System Use Code: 806 FS-2700-23 (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

AMENDMENT FOR SPECIAL USE AUTHORIZATION NUMBER 1

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This Amendment is accepted subject to all its terms, including any attachments.

Scott Edson Executive Director LA-RICS Authority, a joint California Powers Authority Roman Torres Forest Supervisor Angeles National Forest

Date

Date

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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Auth ID: 0501PORTRG3 Contact Name: Los Angeles Regional Interoperable Communications System Use Code: 806 FS-2700-23 (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

AMENDMENT FOR SPECIAL USE AUTHORIZATION NUMBER 1

This amendment is attached to and made a part of the Special Use Authorization for **Private Mobile Radio Service**, **0501PORTRG3**, issued to **Los Angeles Regional Interoperable Communications System Joint Powers of Authority** (LA-RICS) on **02/07/2020**, which is hereby amended as follows:

Removal of the following facility components:

Six (6) outdoor cabinets on a 30' x 13'-7" concrete pad One (1) 20kW diesel generator with a 64-gallon belly tank (on the pad with the outdoor cabinets)

This Amendment is accepted subject to all its terms, including any attachments.

Scott Edson Executive Director LA-RICS Authority, a joint California Powers Authority Roman Torres Forest Supervisor Angeles National Forest

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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Auth ID: 0501WHITRG4 Contact Name: Los Angeles Regional Interoperable Communications System Use Code: 806 FS-2700-23 (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

AMENDMENT FOR SPECIAL USE AUTHORIZATION NUMBER 1

This amendment is attached to and made a part of the Special Use Authorization for **Private Mobile Radio Service**, **0501WHITRG4**, issued to **Los Angeles Regional Interoperable Communications System Joint Powers of Authority (LA-RICS)** on **02/07/2020**, which is hereby amended as follows:

Removal of the following facility components:

Six (6) outdoor cabinets on a 6' x 24' x 34' x 18' concrete pad. One (1) 20kW diesel generator with 64-gallon diesel belly tank (on pad with outdoor cabinets)

This Amendment is accepted subject to all its terms, including any attachments.

Scott Edson Executive Director LA-RICS Authority, a joint California Powers Authority Roman Torres Forest Supervisor Angeles National Forest

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Auth ID: 0501WHITRG5 Contact Name: Los Angeles Regional Interoperable Communications System Use Code: 806 FS-2700-23 (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

AMENDMENT FOR SPECIAL USE AUTHORIZATION NUMBER 1

This amendment is attached to and made a part of the Special Use Authorization for **Private Mobile Radio Service**, **0501WHITRG5**, issued to **Los Angeles Regional Interoperable Communications System Joint Powers of Authority (LA-RICS)** on **02/07/2020**, which is hereby amended as follows:

Removal of the following facility components:

Six (6) outdoor cabinets on a 37' x 13' concrete pad One (1) 20kW diesel generator with 64-gallon diesel belly tank on a 4' x 10' concrete pad

This Amendment is accepted subject to all its terms, including any attachments.

Scott Edson Executive Director LA-RICS Authority, a joint California Powers Authority Roman Torres Forest Supervisor Angeles National Forest

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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