



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, November 7, 2019 • 9:00 a.m.

Los Angeles County Sheriff's Department

Scientific Services Bureau

Hertzberg Davis Forensic Science Center

Conference Room 223 through 227

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: October 31, 2019

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

Members:

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

Alternates:

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

Officers:

Scott Edson, Executive Director

Arlene Barerra, County of Los Angeles Auditor-Controller

Keith Knox, County of Los Angeles, Acting Treasurer and Tax Collector

Priscilla Dalrymple, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A)

A. October 3, 2019 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Agenda Item F

G. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network

Agenda Item G



VIII. ADMINISTRATIVE MATTERS (H-I)

H. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 AND LAND MOBILE RADIO SYSTEM SITES

It is recommended that your Board:

1. Find the approval and execution of the CSLA for LTE2 site AZUCYN with the City of Azusa which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure to be incorporated into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN) at this site is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project;
2. Find that the approval and execution of the SAA with County of Los Angeles for LMR site DPK is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and that there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and
3. Authorize the Executive Director to complete negotiations, finalize and execute the two (2) real estate agreements identified herein, substantially similar in form to the agreements attached hereto at Enclosure 1.

Agenda Item H

I. 2020 SCHEDULE OF LA-RICS BOARD MEETINGS

It is recommended that your Board:

Approve the following dates for the calendar year 2020 Board Regular Meeting Schedule:



January 9 (due to January 1st New Year's Day)
February 6
March 5
April 2
May 7
June 4
July 9 (due to 4th of July Holiday)
August 6
September 3
October 1
November 5
December 3

All Regular Meetings will be held at 9:00 a.m. Pacific Time at the at the at the Los Angeles County Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Conference Rooms 223 through 227 and 263, Los Angeles, California 90032.

Agenda Item I

VIII. MISCELLANEOUS – NONE

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

X. CLOSED SESSION REPORT - NONE

XI. ADJOURNMENT AND NEXT MEETING:

Thursday, December 5, 2019, at 9:00 a.m., location to be determined (TBD).



BOARD MEETING INFORMATION

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

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

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

Parking passes for attendees of the LA-RICS Joint Powers Authority Board Meeting can be obtained at the main entrance office of the Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

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

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

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, October 3, 2019 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Joe Ortiz, Chief of Police, City of South Pasadena Police Dept.
Chris Nunley, Chief of Police, City of Signal Hill Police Dept.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, CEO, County of Los Angeles
Thomas Ewald, Special Services Deputy Chief, County of Los Angeles Fire Dept.
Mark Glatt, Chief, Los Angeles County Sheriff's Dept.
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.

Officers Present:

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

Absent:

Mark Alexander, City Manager, CA Contract Cities Assoc.



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

I. CALL TO ORDER

Alternate Chair, Mark Glatt called the meeting of the Board to order at 9:01 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. August 1, 2019 – Regular / Special Meeting Minutes

Alternate Chair Glatt asked if there were any questions or comments from the Board and stated at the last Board meeting he requested information on the status of fleet mapping and system capacity. Administrative Deputy Susy Orellana-Curtiss stated Agenda Item D is a presentation to update the board on the status of the Technical and Operations Regional Working Group progress and will address what is needed to proceed with fleet mapping.

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

There were none.

John Geiger abstained from voting because he was not present at the last Board meeting.

Board Member Cathy Chidester motioned first, seconded by Alternate Chair Mark Glatt.

Ayes 9: Chidester, Curley, Ewald, Glatt, Geiger, Haberle, Nunley, Ortiz, and Perez.

MOTION APPROVED

IV. PUBLIC COMMENTS – NONE

V. CONSENT CALENDAR – NONE



VI. REPORTS (B-E)

B. Director's Report – Susy Orellana-Curtiss

Administrative Deputy Susy Orellana-Curtiss provided the Director's Report on behalf of Executive Director Scott Edson and stated Agenda Item B (Executive Summary) provides updates on the Land Mobile Radio (LMR) and Long Tem Evolution (LTE) project. Jacobs Project Manager Report will provide you with additional details relating to deployment of LMR sites individually.

Administrative Deputy Orellana-Curtiss stated she is happy to report significant updates since the last Board meeting; we received the re-baseline project schedule from Motorola on September 16, 2019, and are currently reviewing. We hope to finalize review and accept the schedule by our November Board meeting.

In addition, of the eight (8) total LMR sites in the coastal zone, seven (7) coastal development permits packages under County of Los Angeles jurisdiction have been submitted. That is a major accomplishment for the team given the sites' history, time and effort. Department of Regional Planning (DRP) has been a great partner and provided comments back on one of the Catalina Island sites (Black Jack Mountain). The eighth (8th) site in the coastal zone is under the City of Los Angeles jurisdiction (Green Mountain). We continue to work with the City on their process and have received commitment from our partners at the city to get this site processed appropriately. The team will be walking the Catalina Island sites together with DRP next week and meeting later today with Los Angeles County Board of Supervisors (BOS) Third District Planning Deputies to provide status on the coastal sites. Administrative Deputy Orellana-Curtiss stated we had a successful meeting with the California Coastal Commission to update them as well on the submission of the packets.

Administrative Deputy Orellana-Curtiss went on to state the US Forest Service (USFS) Supervisor, prior to commencing the scoping, informed our team they were proceeding with categorical exclusion for all 13 sites. This was great news for the project. The 30-day public scoping period ended on September 23, 2019, for the general public, with deliberation on comments received continuing through October 11, 2019. We are expecting a National Environmental Policy Act (NEPA) clearance determination to follow shortly after. We hope to share some more great news with you in November.

In regards to the LTE Update, in connection with the USFS determination, we are targeting certain USFS sites for the LTE Round 2 deployment. Once we receive the USFS determination and understand what will occur at each site we will solidify exactly how many USFS sites will be included in LTE Round 2. As your Board understands,

the BTOP grant funding LTE Round 2 activities ends in September 2020 and thus the team is working aggressively with the USFS to include certain sites in the LTE 2 deployment.

In your board packet Agenda Item I includes Amendment No. 39 to the contract with Motorola to update the final Bill of Materials corresponding to equipment to be deployed at certain LTE Round 2 sites. As design is finalized at sites, the corresponding equipment lists will be updated and brought to your board for amendments as needed.

At your last board meeting, you gave the Executive Director delegated authority to issue Invitation for Bids (IFB) for four (4) of the LTE Round 2 site construction. We issued the IFB on August 22, 2019, received responses on September 23, 2019, with two (2) construction firms coming in at lowest bid for the four (4) sites. Agenda Item K is requesting you adopt, advertise and award of construction, implementation and installation work at six (6) sites Southern California Edison that will form part of LTE Round 2.

Lastly, our final procurement update is your Board delegated authority for us to issue procurement to purchase Cell-on-Light-Trucks (CoLTs) to augment the coverage in the region for the Public Safety Broadband Network (PSBN) and Nationwide Public Safety Broadband Safety (NPSBN). We received responses from bidders on September 10, 2019; the team has reviewed the proposal, so that the qualifications are in line with the specifications. We are now meeting with the public safety agencies (Los Angeles County Sheriff and Fire Departments), to make decisions on the type of vehicle we would like to proceed with as well as to start the negotiation process with the bidder. We are targeting to present this item on the December's Board meeting.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented the Construction/Implementation Update.

LTE Round 2 Highlights

First 13 Sites:

Project Manager Delfino stated that bids were received for the first for sites and that contract awards are planned for late October or early November 2019 for those sites. We are planning construction on the very first site late in October or early November and bid walks for SCE sites for mid-October. We are in receipt of the construction

drawings for the SCE sites and David Evan's and Associates (DEA) the Architect Firm has done a good job at keeping up with the pace of the project.

Project Manager Delfino introduced DEA Project Manager Mark Reader to the Board and went on to state a FONSI for SEA 4 is expected late October. SEA 5 contains the final pool of sites. Labor Compliance Program is in place and will begin by start of work, which is the end of October.

SAA's:

CRN2 is Agenda Item H in your Agenda packet. Negotiations with the Judicial Council of California are underway to utilize two of their facilities for LTE2 as well, CCB and POM.

LMR Highlights**Construction Summary on LMR:**

Twenty nine (29) out of (58) sites are 50% completed to date. Thirty one (31) Permits have been issued. We are hopeful to start BHS and RIH, which we have permitted over the next two months. Zero recordable injuries, which is an important statistic. The active construction sites are MIR, BKK, OAT, DPW038, AGH, and INDWT.

Project Manager Delfino stated he will go over these sites and photos later during the presentation.

USFS Sites:

A Decision Memo is expected by October 11, 2019; we are hopeful to receive it in mid-October with a Special Use Permit (SUP) to follow 30-days later. We will coordinate the Plans of Development (POD's) with receipt of the SUP and building permits from DPW in order to start the work in the forest. There are some open comments from Frost Peak (FRP) from JPL, which MSI is in the process of answering.

Coastal Sites:

All California Coastal Commission Sites were submitted on time per schedule, with the exception of Green Mountain (GRM), which is scheduled for 12/17/2019, if not taken sooner.

Project Manager Delfino acknowledged the MSI and LA-RICS team for their hard work on the Coastal Sites.

SAA's:

Project Manager Delfino stated Agenda Item H in your Agenda packet will be updated shortly on the SAA's.

Current Focus:

In regards to the UASI 18 Equipment Order, a meeting will take place today, October 3, 2019, with MSI to go over the equipment order and we expect the outcome of this meeting to receive a list of equipment to order and a list of equipment to re-allocate. As Administrative Chief Orellana-Curtiss stated, the re-baselined IMS received from MSI is under review for approval by November 2019. An upcoming meeting with Department of Regional Planning (DRP) in Catalina Island is scheduled for October 9, 2019.

First Image – OAT photo: (Left) Tower with lines on it and antenna mounts. (Right) existing Towers and microwaves

Second Image – DPW038 photo: (Left) Aerial drone photos showing layout to the south-west. (Right) 80 or 90-ton frame and shelter into its location.

Third Image – BKK photo: The contractor stripped and painted the existing tower, which is now being fit with lines and antennas. Shelter is in place and a CMU enclosure houses the generator and fuel tank. We are planning to upgrade the existing transformer to handle additional load of electrical equipment at the site. We have been studying it for the last 30-days and in the next 10-days; we'll be able to determine the sizing of the new transformer.

Fourth Image – AGH photo: (Left) Shelter and Tower in place and loaded up. (Right) Radio racks.

Fifth Image – MIR photo: The equipment pictured is the Badger it is designed to excavate soil to find water lines. Unfortunately, The City of Pasadena did not have a lot of confidence in their as-built drawings, so the contractor was not entirely confident moving forward with the build until the line could be located. Pictured to the (Right) is the steel water pipe and it was confirmed by the Pasadena water department that it is indeed active. Good news pipe was found, and bad news is that it forces us to move across the street. The details of the foundation will remain the same even though we are moving across the street.

Sixth Image – INDWT photo: (Left) A pole installation and the tower is erected, lines, antennas, shelter, cable trays mounted. This site is on time and ready for completion.

This concludes the Project Manager's Report.

There was no further discussion.

D. Joint Operations and Technical Committee Chairs Report – Steve Page and Ted Pao

LMR System Manager Steve Page and LA-RICS Engineering lead Ted Pao presented the Inter-RF Sub System Interface (ISSI) Update. Their presentation is attached as Attachment A. 2 to the minutes.

ISSI Background**Wireline Connection Between Systems**

The ISSI connection the interface allows multiple systems in the Los Angeles region to connect at a physical level rather than relying on dispatch console and additional radios can be used through your own system and can communicate directly with other systems. It allows different versions, manufactures, and Bands.

Meeting of the Minds

We had a meeting on August 17, 2019, at LA-RICS with 43 attendees, which included LA-RICS, Los Angeles County, City of Los Angeles, Los Angeles World Airports, Port of Los Angeles, ICI Network, MSI, etc. Presentation by Motorola regarding ISSI Fundamentals and Discussion of Requirements. How the systems can be tied together through existing backhaul networks. (Mt. Lee and other colocation sites).

The next step we need to do as a technical group is to start defining mutual aid talkgroups for the region. Define Law mutual aid needs and define Fire/EMS mutual aid needs. The decision to bring in decision maker, operations staff and technical experts and follow-up survey sent to all participants. Determine the fleet mapping is the first step then what we need to get between each of the organizations is the second step.

Next Steps

What we did at the end of the August 17th meeting was determined to put out a Questionnaire. Work with Mayor's Office to update participants on the questionnaire deadline and ask if anyone needs help. Determine the best time for the majority of the participants and schedule the next meeting. Next step is to follow up with Questionnaires from the Mayor's Office.

Examine Requirements Holistically

What it is that everyone wants from the fleet mapping perspective determine the physical limitations. Determine the logical limitations, look for the weak links, which are capacity and backhaul. We are work together as a region to overcome all issues.



Output Goal

The next meeting's desired output. Operational requirements distilled down into a technical document for implementation planning. Initiate a Task Force to create a regional working document that can be presented to each governing body.

Alternate Board Member John Geiger asked that a copy of this PowerPoint Presentation be emailed to the Board.

Board Member Chris Nunley stated it is nice to hear telecom projects in the region are working together.

LMR System Manager Page stated by the end of the meeting everyone understood the end goal. The questionnaire distributed to the various public safety telecom projects in the region and public safety agencies helped facilitate appropriate individuals attend the meeting. Board Member Nunley stated great first step. Information Technology Specialist Pao added in 2015 the region decided to have system of systems within the region, which included Los Angeles Police Department, LA-RICS, and Interagency Communication Interoperability System (ICI). It is very important for us to get together and ensure the first responders who are going to use these systems will have interoperability in this region. Board Member Nunley and Joe Ortiz thanked the team for taking initiative to engage on communications.

This concludes the Project Manager's Report.

There was no further discussion.

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F and stated the reporting period for outreach spans over three (3) months with several meetings with AT&T; meetings and conference calls with representatives from Los Angeles County department of Regional Planning, as mentioned by Administrative Deputy Orellana-Curtiss in her report; a meeting with the CEO Office of Emergency Management, the Cities of Carson, Claremont, Inglewood, and South Pasadena.

Lastly, the Newsletter was released on August 26, 2019.

Lieutenant Yokoyama provided a more detailed update on the meetings identified in the Outreach Update Memo and stated the team met with the CEO Office of Emergency Management on August 27, 2019, who were interested in fleet mapping.



On August 29, 2019, we met with the South Pasadena Police Department and had a good conversation on their communication needs and their interest in LA-RICS. On September 4, 2019, members of the LA-RICS team participated at the Inglewood NFL stadium regarding their communication needs among their security. On September 11, 2019, we conducted a follow-up with Claremont Police Department. On September 18, 2019, we conducted a site visit of the Los Angeles County Fair and toured their emergency operations center and they are possibly interested in LA-RICS. On September 24, 2019, we met with representatives of the Orange County Sheriff's Department and on September 25, 2019, participated with Los Angeles County Sheriff's and Fire Department at the Carson station to discuss communications. Later that day we met with Inglewood Police Department regarding the LMR Broadband Push to Talk (PTT) system.

Lieutenant Yokoyama stated throughout the months of July, August, and September we continued to monitor the progress of Motorola's work on optimizing the UHF for downtown cell and we believe will be a good resource for the County of Los Angeles District Attorney's Office and the Sheriff's Department. Initial discussions are taking place with La Verne.

Board Member Nunley acknowledged the Outreach Team for doing a great job and Lieutenant Yokoyama acknowledged Deputy Dana Gower as one of the main contacts for reaching out to the cities.

There was no further discussion.

G. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network

Administrative Deputy Orellana-Curtiss presented Agenda Item G and stated this item is a quarterly report and use of funds resulting from the Business Agreement with AT&T.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H-K)

H. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENT FOR LONG TERM EVOLUTION ROUND 2 AND LAND MOBILE RADIO SYSTEM SITES

Executive Assistant Stallworth-Tait presented Agenda Item H and recommended the Board take the following action:



1. Find the approval and execution of Amendment No. 1 to SAA for LTE2 site CRN2 with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure to be incorporated into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN) at this site, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations. (CEQA Guidelines) Sections 15301, 15303, and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project;
2. Find the approval and execution of the SAAs with County of Los Angeles for LMR sites BJM and TWR are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and there are no changes to the project at these two sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects;
3. Find the approval and execution of the SAA with County of Los Angeles for ingress/egress for LMR Site WTR is within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended action; and there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects;
4. Find the approval and execution of the Sub-Out grant Lease between the Authority, and Federal Aviation Administration (FAA), if needed, and SAA with the County of Los Angeles for LMR Site SPH is within the scope of activities previously authorized on December 12, 2016 which your Board found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the Authority's project, and that leased circuit work that may occur outside of Site SPH needed to provide network connectivity to the LMR System sites, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the LMR project, and that the



determination that these activities are exempt from CEQA remains unchanged; and

5. Authorize the Executive Director to finalize and execute the six (6) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Alternate Board Member John Geiger motioned first, seconded by Board Member Cathy Chidester.

Ayes 9: Chidester, Curley, Ewald, Glatt, Geiger, Haberle, Nunley, Ortiz, and Perez.

MOTION APPROVED

I. APPROVE AMENDMENT NO. 39 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

Contracts Manager Jeanette Arismendez presented Agenda Item I and recommended the Board take the following action:

1. Make the following findings:
 - a. Find the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these eleven (11) Round 2 sites which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 by your Board on January 24, 2019.
2. Approve Amendment No. 39 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconcile certain equipment for eleven (11) PSBN Round 2 Sites for a cost decrease in the amount of \$36,639.
3. Authorize a decrease to the Maximum Contract Sum in the amount \$36,639 from \$138,721,829 to \$138,685,190 when taking the cost increases and decreases into consideration.

4. Delegate authority to the Executive Director or his designee to execute Amendment No. 39, in substantially similar form, to the Amendment enclosed with the Board Letter.
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 39.

Board Member Cathy Chidester motioned first, seconded by Alternate Board Member Ewald.

Ayes 9: Chidester, Curley, Ewald, Glatt, Geiger, Haberle, Nunley, Ortiz, and Perez.

Alternate Board Member Geiger asked to correct typo "implantation" and Contracts Manager Arismendez stated will correct the typo.

MOTION APPROVED

J. APPROVE AMENDMENT NO. 41 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

Contracts Manager Arismendez presented Agenda Item J and recommended the Board take the following action:

1. Approve Amendment No. 41 to Agreement No. LA-RICS 007 for a LMR System with Motorola, which revises the Agreement to reflect the following:
 - a. Make changes necessary to incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975.
2. Authorize an increase to the Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.
3. Delegate authority to the Executive Director or his designee to execute Amendment No. 41, in substantially similar form, to the Amendment enclosed with the Board Letter.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 41.

Alternate Board Member Geiger asked if the proposed increase in maximum contract sum covered by grants. Contract Manager Arismendez responded yes, confirming the costs were covered by grant funds. Alternate Board Member Geiger remarked

that Page 2 of the Board Letter, in particular the last paragraph, is unclear because it speaks to ratification. Alternate Board Member Geiger inquired whether the recommended actions were for ratification or whether the request is to decide to move forward or not with future work. Contracts Manager Arismendez informed Alternate Board Member Geiger and the Board that that he was correct and ratification was not part of the request.

Alternate Board Member Geiger motioned first, seconded by Alternate Chair Mark Glatt.

Ayes 9: Chidester, Curley, Ewald, Glatt, Geiger, Haberle, Nunley, Ortiz, and Perez.

MOTION APPROVED

K. APPROVE LIST OF PREQUALIFIED BIDDERS FROM RFSQ FOR LA-RICS AUTHORITY'S TELECOMMUNICATIONS FACILITY CONSTRUCTION AND INSTALLATION PROJECT, ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALL WORK A SIX (6) LA-RICS SITES, APPROVE PROJECT BUDGETS

Contracts Manager Arismendez presented Agenda Item K and recommended the Board take the following action:

1. Make the following finding:
 - a. Find the adoption, advertising and award of construction, implantation, and installation work at the six (6) sites, Southern California Edison (SCE) Dunlap (SCEDUN), SCE Gallatin (SCEGAL), SCE Merced 2 (SCEMERC2), SCE Nola (SCENOLA), SCE Palmdale (SCEPLM), SCE Studebaker 2 (SCESTUD2), as identified in Enclosure 1, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEDUN site as follows:
 - a. Approve an estimated total project budget of \$374,000.



- b. Adopt plans and specifications that are on file with the LA- RICS Authority for the construction of the SCEDUN site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the SCEDUN site.
- 3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEGAL site as follows:
 - a. Approve an estimated total project budget of \$374,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEGAL site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEGAL site.
- 4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEMERC2 site as follows:
 - a. Approve an estimated total project budget of \$374,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEMERC2 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the



lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEMERC2 site.

5. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCENOLA site as follows:
 - a. Approve an estimated total project budget of \$374,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCENOLA site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCENOLA site.
6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEPLM site as follows:
 - a. Approve an estimated total project budget of \$374,000.
 - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEPLM site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEPLM site.
7. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCESTUD2 site as follows:
 - a. Approve an estimated total project budget of \$374,000.

- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCESTUD2 site.
 - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
 - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCESTUD2 site.
8. As it relates to Recommended Action Items 2-7, delegate authority to the Executive Director:
- a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
 - b. To waive inconsequential and non-material deficiencies in bids submitted.
 - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
 - d. To take all other actions necessary and appropriate to deliver the projects.
9. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
- a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
 - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Board Member Chris Nunley asked if all these sites are LTE in which Contracts Manager Arismendez responded yes that was correct.



Alternate Board Member Geiger asked to correct the spelling of implantation in line 1a. Request noted and corrected.

Alternate Board Member Ewald motioned first, seconded by Board Member John Curley.

Ayes 9: Chidester, Curley, Ewald, Glatt, Geiger, Haberle, Nunley, Ortiz, and Perez.

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT AND NEXT MEETING:

The Board meeting adjourned at 9:47 a.m., and the next meeting will be held on November 7, 2019, at 9:00 at the Los Angeles County Sheriff's Department, Scientific Services Bureau, Hertzberg-Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Executive Summary

November 7, 2019

LTE Update

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 design and entitlement activities have performed slightly behind pace with respect to September projections due to design changes at several sites such as at Thompson where we will now co-locate on existing support structure and at AZUCYN where the tower has changed to a Mono-pine at the request of the land owner. Despite the missed projection, the plan to finish all sites by June 30, 2020, is still intact. Currently all site design work (Ph.1) will be completed in January 2020. Site Access Agreements (SAA's) have been initiated with all land owners at all sites at this point in the Program. Nine SAA's are completed, six of which will be executed just prior to construction start (SCE sites). SCE sites are at 75% level construction documents now and will be submitted to jurisdiction for plan check in the week starting November 11, 2019. The majority of the sites are now planned to start construction in January 2020, the latest construction start is in April 2020. The environmental team has submitted the Fourth Supplemental Environmental Assessment (SEA) to NTIA, a finding of no significant impact (FONSI) is expected in one month for that group of sites. There are five total SEA's, the fifth SEA was submitted on October 27, 2019.

LMR Update

- Building Permit Received – 32 Sites to date. There are 26 building permits remaining (13) USFS, (7) Coastal sites and (6) other sites, Del Valle, UNIV, RHT, SPH and GRM.
- All Ph.2 work will be completed in 2021. All Ph.4 work will be completed by March 23, 2021.
- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

- | | |
|---|---|
| 1. APC – Junction of I-105 and I-405 | 16. PHN – Puente Hills |
| 2. BMT – Angeles, overlooking CA-138 and I-5 | 17. PLM – Palmdale |
| 3. CCB – Compton | 18. SDW – San Dimas Water Tank |
| 4. CCT – Downtown | 19. TPK – Gorman |
| 5. CLM – Claremont | 20. VPK – Verdugo Peak – Glendale |
| 6. FCCF – 1320 Eastern Ave | 21. SGH – Signal Hill |
| 7. HPK – Northern Angeles, | 22. MIR – Mirador |
| 8. LAN – Lancaster Sherriff Station | 23. BKK - West Covina |
| 9. LDWP243 – Junction of I-5 and CA-14 | 24. OAT – Nike |
| 10. LASDTEM – Temple City | 25. AGH – Agoura Hills |
| 11. LA-RICS HQ, - Monterey Park | 26. INDWT – Industry Water Tank |
| 12. MLM – Mira Loma Detention Center | 27. BHS – Baldwin Hills |
| 13. MMC – Palmdale – Sierra Pelona Mountain Way | 28. RIH – Rio Hondo |
| 14. MVS – Whittier | 29. CRN – Cerro Negro |
| 15. ONK – Oat Nike | 30. POM – Pomona Courthouse |
| | 31. DPW038 – Water Works Substation 038 |
| | 32. UCLA |

AGENDA ITEM B

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$32,300,697	\$19,745,512	\$15,018,238	5/31/20
UASI 18	\$35,000,030	\$29,264,088	\$-	\$-	5/31/21
UASI 19	\$35,000,000	\$7,430,051	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$124,563,122	\$124,050,805	\$30,589,195	6/30/20



Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc. and David
Evans & Associates



Monthly Report No. 90

For October 2019

Submitted October 28, 2019

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LTE UPDATES

- No new activity

Operations/Governance

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

1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
2. Ensure internal LA-RICS operational aspects are in place
3. Develop and Implement Policies

LTE Round 1 Updates

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

Special Events

- No new activity.

LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the 26 planned LTE2 sites, 6 sites are planned for installation in the Angeles National Forest (ANF) and will be designed and built by Motorola. Motorola has contracted with an A&E firm to design the ANF sites. The remaining 20 sites are under design by David Evans and Associates (DEA). DEA has been NTP'd for 17 sites to date and has completed 75% CD's for the first 7 sites and the 6 SCE sites as well. ZDs are in development for three additional sites, and site sketches are pending for the remaining sites. Geotechnical drilling has been conducted for 3 sites so far and is awaiting approval from SCE and other property owners to conduct 8 more, with three to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings as well. To date, 4 drawing sets have been issued for bid. The bid walks were held on September 4th and 5th. Bids are due September 23rd.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. We have reach agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner.
- The final SEA4 was submitted to NTIA on September 30, 2019. The Team expects FONSI on SEA4 in mid- to late Oct. 2019.
- TCNS for SEA5 was completed in September and seven FCC forms 620 were submitted to SHPO for review on October 2, 2019.

LTE2 SITES



LMR UPDATES

Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Currently reviewing USFS comments to the Visual Impact Assessment report prepared for LMR sites proposed for locations in the Angeles National Forest.
- Prepared and filed and NOD for LMR sites BJM, TWR and WTR and NOE for LMR site SPH on October 3.
- Currently compiling the files needed for the EMIS package submittal to FEMA to obtain NEPA clearance for LMR Site RPVT.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,062 persons as of September 30.

Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning the last submission was made on 9/12/2019. To date all the first-round review comments have been received by the Project Team with the exception of LACF072. Responses by the contractor are currently in draft and ready to re-submit to the jurisdiction by the end of October 2019. A determination was made by the City of Los Angeles that GRM is exempt from California Coastal Review and will instead be submitted to the City of Los Angeles Public Works Department for building permit as it is zoning exempted.
- The scoping period for the 13 sites on the ANF opened August 23, 2019 and is scheduled to close October 11, 2019. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies is complete for all sites.
- CDPs were submitted to DRP for LAC072 on August 15, for SPN on August 24, TWR on August 29, and DPK on September 5.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. The ANF has accepted the Authority's SUP proposal and proposes to categorically exclude the project under NEPA. The ANF issued a scoping notification for the proposed categorical exclusion on August 23 which initiated a 30-day comment period. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site.

Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites i.e. INDWT, OAT, AGH, and DPW038.
- Three of the sites in the LMR network are undergoing design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT.
- The LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments regarding prime site location and system backhaul in order to optimize system functionality. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority meet weekly and discuss all Program issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge. The contractually stipulated method for submission and review of the drawings has been supplanted by live joint reviews between LA-RICS Authority and MSI and its' contractors in order to attempt to save as much time as possible. Forty-three (43) building permit applications (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty one (31) of the forty-three sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 05/07/2019.

SPN 5/14/20, TWR 5/21/20, TOP 1/19/20, CPK 1/19/20, DPK 5/29/20, BJM 4/27/20, LACF072 5/7/20, RPVT 4/15/20, PMT 10/21/19, ESR 11/18/19, MTL2 3/15/20, GRM 6/18/20, RHT 10/25/19, SPH 4/30/20, UNIV 1/17/20.
- As of 10/10/2019 thirty-seven (37) executed SAA's are in place.

LMR SITES

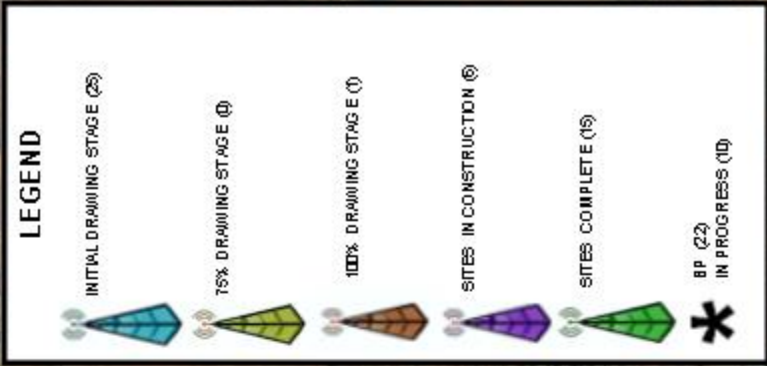
LEGEND

- INITIAL DRAWING STAGE (2S)
- 75% DRAWING STAGE (I)
- 100% DRAWING STAGE (I)
- SITES IN CONSTRUCTION (C)
- SITES COMPLETE (IS)
- B.P. (22)
IN PROGRESS (ID)
- *

Data SIC NOAA U.S. Navy IGA GEBCO
Image Landsat/Copernicus
Data LDEO Columbia NSF NOAA
Data USGS

34°43'06.38"N 119°11'26.74"W elev 5203 ft eye alt 167.63 m

AGENDA ITEM C



Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Image Landsat/Copernicus
Data LDEO-Columbia, NSF, NOAA
Data USGS

Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye at 167.63 m



Monthly Report #74

Reporting Period: 9/29/19 thru 10/30/19

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early

Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

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

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

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

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

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

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

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

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

This report covers the period from 9/29/19 thru 10/30/2019

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings via the collaborative “Drawing Summit” process. This process has all key decision makers working together to expedite and accelerate the design and approval of the remaining site drawings. MSI is completing the construction drawings for Coastal sites, in parallel with the Coastal zoning application efforts. Development of replacement site designs for San Pedro Hill (SPH), Rancho Palos Verdes/Los Verdes Golf Course (RPVT), and Universal (UNIV) are in process. In anticipation of the receipt of USFS Decision Memo in October, followed by a USFS Supplemental Use Permit, site construction subcontractors are being selected and construction plans of development are being finalized for the USFS sites. As of this report, all seven Coastal sites zoning application permit packages have been submitted to LA County Department of Regional Planning, with comments received from the LA County planner on three of these sites. Green Mountain (GRM) Coastal site has been deemed zoning exempt by the City of Los Angeles. MSI has been developing a proposed training plan.

The Authority and MSI senior management team continue to meet bi-weekly to review the project’s critical path schedule. Acceptance Test Plans have been developed and approved to support this schedule. A proposed new baseline for the master schedule, incorporating these updated Acceptance

Test Plans, was submitted on 16 September 2019 for the LA-RICS Project team for final review and approval. MSI has provided proposed Agreement language to accompany the agreed to Acceptance Test Plans. Motorola intends to include the new baseline schedule within a comprehensive Agreement Amendment incorporating the revised Acceptance Test Plans, Training Plan, and other items to be mutually agreed to in November.

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, Spectrum Fingerprinting and Noise Floor Monitoring site measurements and data evaluation, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. As site changes occur (fallout or replacement sites) MSI and the Authority continue to refine the system design.

Channel 15 and 16 Interference Mitigation – MSI is working with LA-RICS to evaluate mitigation measures for interference impacting CCB and FCCF sites. An antenna pattern simulation for a potential alternate antenna was provided to LA-RICS for review and evaluation.

Spectrum Fingerprinting – Data collection has been completed for 50 sites, with 5 sites remaining to be tested, once site access issues are addressed. Two of three Santa Catalina Island sites were tested in mid-September: BJM and DPK. 50 reports have been submitted to LA-RICS to date. The Authority and MSI technical teams are meeting to discuss and review actions for sites with high noise floor measurements that may potentially impact coverage, including test results for the Mount Lukens (MTL2) site.

MSI received a Notice to Proceed for the Narrowband Mobile Data Network in October.

LA-RICS Deliverables - Authority Site Access Agreements:

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (37 out of 58) Site Access Agreements have been executed.

US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos continues. According to the Authority, USFS is now expected to deliver a Decision Memo in October for all 13 sites, designating them as categorically exempt, and this memo will be followed by a Special Use Permit within thirty days. The Authority continues to work with FEMA to obtain individual site environmental approvals which are required prior to the start of construction at a site.

Initial Site Acquisition Agreement exhibits and designs have commenced for the following replacement sites or locations: San Pedro Hill (SPH), Los Verdes Golf Course (RPVT), and Universal (UNIV) sites. LA-RICS was received LA County planner comments for Topanga Canyon (TOP) and Castro Peak (CPK) site zoning application packages. The Authority's site acquisition team continues to work on securing Site Access Agreements for sites permitted in the second quarter 2019: Baldwin Hills (BHS) and Rio Hondo (RIH). LA-RICS is now anticipating permit approval for the UCLA site in this period.

Site Design Activities

Seven of seven Coastal zoning application packages have been submitted to LA County Department of Regional Planning to date: Black Jack Mountain (BJM, Santa Catalina Island), LA County Fire Station 72 (LACF072), Saddle Peak (SPN), Dakin Peak (DPK, Santa Catalina Island), Tower Peak (TWR, Santa Catalina Island) TWR), Topanga Canyon (TOP), and Castro Peak (CPK). Los Angeles County DRP has provided comments on three of the zoning application packages: BJM, CPK, and TOP. LA-RICS obtained a zoning waiver from the City of Los Angeles such that the Green Mountain (GRM). MSI design team is now focused on developing the construction drawings for jurisdiction approval.

MSI and LA-RICS team members have refined the layout for use of the existing shelter at East Sunset Ridge (ESR). Additionally, MSI is addressing the road access issue at Mount Lukens (MTL2) with the commissioning of a civil engineering firm to develop a road repair design. The team located the existing water main at Mirador (MIR), and determined that a site re-design is required. Rolling Hills Transit (RHT) site design continues with refinements to the new lattice tower design and relocation of the emergency diesel fuel tank. MSI planning a joint drawing approval for RHT in October.

41 site design packages been submitted for building department plan check to date. For USFS sites, 10 of 13 USFS site civil packages are in LA County plan check review, with comments and department approvals received at several sites. LA County Plan Check will issue permits following receipt of authorization from USFS. Tower, generator, and fuel tank material orders are pending the receipt of USFS Special Use Permits, which have now slipped to 4Q2019. MSI is hosting drawing summits for three remaining USFS sites: East Sunset Ridge (ESR), Mount Lukens (MTL2), and Pine Mountain (PMT), with a goal of submitting them to plan check in 4Q2019. Project team members met with tenant representatives at the Mount Disappointment (MDI) site to coordinate the relocation of their existing propane tank, a requirement arising out of the USFS coordination process. MSI engineering has provided LA-RICS a frequency study requested by NASA/JPL associated with the planned LMR installations at USFS Frost Peak (FRP) site.

Pre-Construction Activities

LA-RICS team is reviewing USFS Plans of Development (PODs) in anticipation of their submission to USFS. Site walks with MSI's subcontractors took place at USFS Johnson Peak (JPK2), Whitaker Middle Peak (WMP), and Whitaker Ridge (WTR) sites to refine these PODs, in anticipation of receipt of USFS Special Use Permit in November. Visits to seven other USFS sites currently in LA County plan check will be completed in the upcoming period.

Mirador (MIR) site construction has been postponed after finding an existing water main underneath the proposed site location. MSI has initiated a new site design.

31 site permits have been received, with UCLA site authorization slipping into the next period. MSI anticipates 10 USFS site plans currently in plan check will be permitted in the next period.

Construction Activities

During this reporting period, Phase 2 construction tasks continue. 29 of 58 sites are under construction. Construction is in progress at UASI 16 sites (INDWT, DPW38, and BKK). To date, 12 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, and DPW38. 11 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, and BKK. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters are complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as the site work is completed.

Equipment Supply

MSI received a Request for Quote to evaluate the potential RF subsystem reduction and re-use of delivered LMR equipment originally intended for certain sites. No new equipment shipments in this period.

System Implementation

RF and Microwave racks installed at 27 of 58 sites to date. In October, racks were installed at DPW38 site.

RF antennas and lines installed at 22 of 58 sites to date. In October, RF antennas and lines installed at AGH and DPW38 sites.


MW antennas and lines installed at 26 of 58 sites to date. In October, RF antennas and lines installed at AGH, INDWT, and DPW38 sites.


Rack cabling completed at 24 of 58 sites to date. In October, rack cabling completed at AGH, CRN, and DPW38 sites.

Alarm cabling completed at 15 of 58 sites to date.

Early 2-site Downtown 700 MHz cell optimization (FCCF and CCT) has been completed. 2-site Downtown UHF cell optimization has been temporarily suspended as MSI continues to troubleshoot Channel 15 digital television interference at the 2-site Downtown UHF cell. LA-RICS has been provided temporary use for evaluation purposes.

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

Category	Rating	Change	Comments
Schedule			<p>MSI has provided a revised master schedule that the LA-RICS team is currently reviewing. The current schedule shows LMR System Acceptance on 3/21/2022.</p> <p>The Authority and MSI continue to optimize the construction drawing review and approval process for the remaining sites, including the eight Coastal sites.</p>

Risk		Risk items have been identified regarding: site selection, zoning approval process, Site Access Agreements, plan check approval process, spectrum, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Potential for additional USFS site environmental mitigation measures.
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2. Project Status

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

2.1 Tasks in Progress or Completed

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

Site ID	Activity Name	Activity Status
DPW38	Install MSI FNE Equipment	Complete
BKK	Antenna Support Structure Completed	Complete
MVS	Site Substantially Complete	In Process
DPW38	Install A & L FNE	In Process
ONK	Shelter Construction Completed	In Process
BKK	Install A & L FNE	In Process
SDW	Emergency Power Start Up	In Process
ONK	Site Substantially Complete	In Process
INDWT	Install A & L FNE (Including GPS)	In Process

2.2 Tasks Planned for Next Period

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

Site ID	Activity Name	Activity Status
BHS	Construction Start / Mobilization	Planned
BUR1	Construction Start / Mobilization	Planned
DPW38	New Generator Prepped for Start up	Planned
DPW38	Emergency Power Start Up	Planned
DPW38	Emergency Power System Completed	Planned
MMC	Emergency Power Start Up	Planned
MMC	Emergency Power System Completed	Planned
ONK	Shelter Construction Completed	Planned
ONK	Emergency Power Start Up	Planned
ONK	Emergency Power System Completed	Planned
RIH	Construction Start / Mobilization	Planned
TPK	Emergency Power Start Up	Planned
TPK	Emergency Power System Completed	Planned
WMP	Construction Start / Mobilization	Planned
BHS	Construction Start / Mobilization	Planned

2.3 Authority Look-Ahead Tasks (120-Day)

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

Site ID	Activity Name	Activity Status
MVS	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance with Power On (House Power)	Planned
SDW	Phase 2 Customer Acceptance with Power On	Planned
BMT	Phase 2 Customer Acceptance (less Utility power)	Planned
OAT	Phase 2 Customer Acceptance (less Utility power)	Planned
POM	Phase 2 Customer Acceptance (less Utility power)	Planned
TPK	Phase 2 Customer Acceptance (less Utility power)	Planned
MMC	Phase 2 Customer Acceptance (less Utility power)	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned
CRN	Phase 2 Customer Acceptance with Power On	Planned
BKK	Phase 2 Customer Acceptance (less Utility power)	Planned
MLM	Phase 2 Customer Acceptance with Power On	Planned
MMC	Phase 2 Customer Acceptance with Power On	Planned
TPK	Phase 2 Customer Acceptance with Power On	Planned
DPW38	Phase 2 Customer Acceptance with Power On	Planned
ONK	Phase 2 Customer Acceptance with Power On	Planned
INDWT	Phase 2 Customer Acceptance (less Utility power)	Planned
AGH	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance with Power On (House Power)	Planned
SDW	Phase 2 Customer Acceptance with Power On	Planned
BMT	Phase 2 Customer Acceptance (less Utility power)	Planned

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI have implemented a streamlined Drawing Review process that has reduced the design development and approval times.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of functional and coverage testing to achieve System Acceptance in March 2022.	Active

4. Areas of Concern

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

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

5. Disputes and Claims

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

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

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	165,973,708
Cumulative Invoice Payments from Last Report	85,575,566
Total Invoice Payments This Period	243,411
Remaining Amount to be Paid	80,154,701

7. LA-RICS Master Schedule

The proposed MS Project baseline schedule that LA-RICS is currently reviewing is titled "LARICS LMRIMS DD101219".



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meetings with representatives from AT&T</i>	September 30 and October 7, 14, 21, and 28, 2019
<i>Meeting with representatives from the City of Covina</i>	September 30, 2019
<i>Meeting with LA County Supervisor Sheila Kuehl's Planning Deputies</i>	October 3, 2019
<i>Executive Director Scott Edson attended the Police Executive Research Forum (PERF) FirstNet Conference</i>	October 3, 2019
<i>Follow-up Meeting with CEO Chief Operating Officer</i>	October 8, 2019
<i>Meeting with representatives from MTA</i>	October 10, 2019
<i>Meeting with Motorola Solutions, Inc. Leadership</i>	October 11, 2019
<i>Meeting with representatives from LA County Parks and Recreation Department</i>	October 15, 2019
<i>Meeting with Victoria Police, Fire, Prison and Emergency Managers & Victoria State Emergency Service and Emergency Services Telecommunications Authority and Motorola Solutions Inc., in Melbourne, Australia</i>	October 17 – 23, 2019
<i>Executive Director Scott Edson attended the International Association of Chiefs Of Police (IACP) Conference</i>	October 25 – 30, 2019

AGENDA ITEM F

Various meetings continued in the months of September and October with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, Assignment and Assumption Agreements, Partnership Review and quarterly progress review.

Executive Director Edson met with representatives from the City of Covina to discuss LTE2 technical logistics and early onboarding opportunities.

Program Director Chris Odenthal, Deputy Program Tanya Roth and Executive Assistant Wendy Stallworth-Tait met with Timothy Lippman and Nicole Englund of Los Angeles County Supervisor Kuehl's Office to discuss LMR sites in the Santa Monica Mountains Coastal Development area.

Executive Director Edson attended the PERF Forum - FirstNet in San Jose where real-world experiences and exploration of what could come next was discussed.

Executive Director Edson and Administrative Deputy Susy Orellana-Curtiss had a follow-up meeting with CEO Chief Operating Officer Fesia Davenport to discuss LA-RICS program, critical paths for County owned/operated LMR and LTE2 sites, and fiscal related issues.

Executive Director Edson and members of the LA-RICS Team met with representatives from MTA to discuss their communication needs.

Executive Director Edson met with Motorola Leadership to discuss critical path LMR items.

Executive Director Edson and members of the LA-RICS Team met with representatives from Los Angeles County Parks and Recreation Planning and Development Agency to discuss LMR site Rancho Palos Verdes Tee (RPVT).

Executive Director Edson, Ted Pao and Steven Page met with Motorola Solutions Inc., in Melbourne, Australia where they were presented numerous examples of Operation and Maintenance in the Country. This included New South Wales, Western Australia and Victoria. In Victoria they met with the Victoria Police, Fire, Prisons and Emergency Managers specifically to discuss their three models of O&M. They also met with Victoria State Emergency Service and Emergency Services Telecommunications Authority. A full report will be published soon.

Lastly, Executive Director Edson attended the IACP Conference in Chicago.

WST:pdd



**LOS ANGELES REGIONAL INTEROPERABLE
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SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
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 ended September 30, 2019.

Attachment

GS:pdd

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)
July 1, 2019 through September 30, 2019

Fund V5A**Cash Balance, as of June 30, 2019**

\$ 3,981,312.62

Description	Unit	Record Date	Amount
Receipts:			
INTEREST ALLOCATION FOR THE MONTH ENDING June 30, 2019		07/01/19	7,141.29
INTEREST ALLOCATION FOR THE MONTH ENDING July 31, 2019		08/01/19	8,279.14
INTEREST ALLOCATION FOR THE MONTH ENDING August 31, 2019		09/01/19	5,373.10
Total Receipts			20,793.53

Total Beginning Cash Balance and Receipts

\$ 4,002,106.15

Disbursements:

FY18/19-CC05	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55902	07/09/19	2,398.27
FY18/19-CC06	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55902	07/09/19	1,720.97
	RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19S	13th Period	55902	07/16/19	12.00
FY18/19-MH12	COUNTY LA-RICS - MENTAL HEALTH	13th Period	55902	07/18/19	6,232.57
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (F	13th Period	55902	07/24/19	359.96
FY18/19-IS09	COUNTY LA-RICS - ISD	13th Period	55902	07/26/19	1,220.11
FY18/19-IS10	COUNTY LA-RICS - ISD	13th Period	55902	07/26/19	764.88
FY18/19-IS12	COUNTY LA-RICS - ISD	13th Period	55902	08/05/19	573.66
FY18/19-IS11	COUNTY LA-RICS - ISD	13th Period	55902	08/05/19	520.15
FY18/19-CC07	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55902	08/07/19	2,073.73
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/07/19	(40.34)
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/07/19	(9.42)
FY18/19-1787	TELEVATE, LLC.	13th Period	55902	08/07/19	35,603.00
FY18/19-1790	SD EDSON, INC	13th Period	55902	08/07/19	11,074.35
FY18/19-1790	SD EDSON, INC	13th Period	55902	08/07/19	13.20
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/08/19	57.67
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/08/19	10.32
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/08/19	47.03
	RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV/	13th Period	55902	08/08/19	25.00
FY17/18-1604	SOUTHERN CALIFORNIA EDISON CO. ACCT #'s: 2-38	13th Period	55902	08/08/19	1,334.29
FY18/19-PW05	COUNTY LA-RICS - PUBLIC WORKS	13th Period	55902	08/12/19	12,539.29
FY18/19-DA06	COUNTY LA-RICS DISTRICT ATTORNEY'S OFFICE	13th Period	55902	08/12/19	23,178.99
FY19/20-1796	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)		55902	07/31/19	20,000.00
FY19/20-1802	SD EDSON, INC		55902	08/22/19	11,018.70
FY19/20-1820	TELEVATE, LLC. - EFT since 5/29/19		55902	09/22/19	29,056.00
FY19/20-1829	SD EDSON, INC		55902	09/24/19	15,582.00
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)		55902	08/30/19	1,554.73
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)		55902	09/27/19	171.00
Subtotal - Member Funded JPA Operations Costs					177,092.11
FY18/19-CC05	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55906	07/09/19	8,318.59
FY18/19-CC06	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55906	07/09/19	3,127.47
FY18/19-1779	CORRECT FR V58 TO V5A IN FRANK DAVID GARRIDO	13th Period	55906	07/16/19	360.00
FY18/19-1786	NANCY YANG	13th Period	55906	07/18/19	1,766.01
FY18/19-AC07	COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-SI	13th Period	55906	07/18/19	3,416.13
FY18/19-IS09	COUNTY LA-RICS - ISD	13th Period	55906	07/26/19	1,198.77
FY18/19-IS10	COUNTY LA-RICS - ISD	13th Period	55906	07/26/19	916.59
FY18/19-IS12	COUNTY LA-RICS - ISD	13th Period	55906	08/05/19	434.61
FY18/19-IS11	COUNTY LA-RICS - ISD	13th Period	55906	08/05/19	550.85
FY18/19-CC07	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55906	08/07/19	4,218.50
FY18/19-RR05	COUNTY LARICS-REGISTRAR-RECORDER	13th Period	55906	08/07/19	8,130.05
FY19/20-1796	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)		55906	07/31/19	29,264.00
FY19/20-1821	TED PAO		55906	09/24/19	1,434.54
FY19/20-1822	MISC-REFUNDS - FRANK DAVID GARRIDO		55906	09/24/19	1,127.05
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)		55906	08/30/19	2,434.00
	TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)		55906	09/27/19	36.00
Subtotal - LTE Administrative Costs					66,733.16

Description		Unit	Record Date	Amount	
FY18/19-CC05	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55908	07/09/19	3,292.11
FY18/19-CC06	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55908	07/09/19	2,161.09
FY18/19-1789	VERIZON WIRELESS	13th Period	55908	07/09/19	414.50
	RECLS FY18/19-FR07	13th Period	55908	07/16/19	18,398.05
	RECLS FY18/19-FR08	13th Period	55908	07/16/19	9,272.45
	RECLS FY18/19-FR09	13th Period	55908	07/16/19	3,452.16
	RECLS FY18/19-FR10	13th Period	55908	07/16/19	17,961.17
	RECLS FY18/19-FR12	13th Period	55908	07/16/19	30,586.08
	RECLS FY18/19-FR14	13th Period	55908	07/16/19	18,595.65
	RECLS FY18/19-FR15	13th Period	55908	07/16/19	18,327.36
	RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19S	13th Period	55908	07/16/19	387.11
	RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19S	13th Period	55908	07/16/19	336.40
	RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19S	13th Period	55908	07/16/19	12.00
FY18/19-MH12	COUNTY LA-RICS - MENTAL HEALTH	13th Period	55908	07/18/19	2,810.09
FY18/19-AC07	COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-SI	13th Period	55908	07/18/19	3,416.13
FY18/19-IS09	COUNTY LA-RICS - ISD	13th Period	55908	07/26/19	4,957.56
FY18/19-IS10	COUNTY LA-RICS - ISD	13th Period	55908	07/26/19	275.42
FY18/19-TT04	COUNTY LA-RICS-TREASURER TAX COLLECTOR	13th Period	55908	07/26/19	3,380.72
FY18/19-IS11	COUNTY LA-RICS - ISD	13th Period	55908	08/05/19	206.57
FY18/19-SH23	COUNTY LA-RICS-SHERIFF'S	13th Period	55908	08/07/19	47,381.00
FY18/19-CC07	COUNTY LA-RICS-COUNTY COUNSEL	13th Period	55908	08/07/19	5,988.83
FY18/19-1794	Jacobs Engineering	13th Period	55908	08/07/19	6,970.00
FY19/20-1804	Jacobs Engineering		55908	08/30/19	6,150.00
FY19/20-1817	VERIZON WIRELESS		55908	08/13/19	417.48
FY19/20-1827	Jacobs Engineering		55908	09/27/19	4,346.00
FY19/20-1828	VERIZON WIRELESS		55908	09/11/19	417.48
Subtotal - LMR Administrative Costs					209,913.41
Total Disbursements					\$ 453,738.68
Ending Cash Balance, September 30, 2019					\$ 3,548,367.47

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
KY 10/8/19



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2019

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

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 AND LAND MOBILE RADIO 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 documents for the below two (2) sites and as identified in Enclosure 1. These agreements will allow the sites to be used for the construction, implementation, operation and maintenance of the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System and for Round 2 of the Long Term Evolution System, which will provide public safety interoperable communications to the Los Angeles County region. The two (2) associated agreements needed, which are presented in substantially similar form to the final documents to be executed, are as follows (enclosed as Enclosure 2):

- (1) Communications Site Lease Agreement (CSLA) with the City of Azusa for a LTE2 site known as Azusa Canyon (AZUCYN); and
- (2) One SAA with County of Los Angeles for a LMR site known as Dakin Peak (DPK).

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find the approval and execution of the CSLA for LTE2 site AZUCYN with the City of Azusa which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure to be incorporated into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN) at this site is categorically exempt from the California Environmental Quality

AGENDA ITEM H

Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project;

2. Find that the approval and execution of the SAA with County of Los Angeles for LMR site DPK is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and that there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and
3. Authorize the Executive Director to complete negotiations, finalize and execute the two (2) real estate agreements identified herein, substantially similar in form to the agreements attached hereto at Enclosure 1.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LTE broadband and/or LMR communication sites. With respect to LTE2 and LMR discussions and negotiations with the City of Azusa and County of Los Angeles, this has resulted in the attached CSLA and SAA, Enclosure 2.

Entering into the proposed CSLA and SAA would provide the Authority with licenses or sublicenses to use a portion of the parties' owned or leased property for use as LTE2 and LMR communications sites. These licensed sites would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair LTE2 and LMR communications facilities. Site AZUCYN is needed for the LTE2 System. Site DPK is needed for the LMR System.

Delegated authority is requested to execute the agreements on substantially similar terms and conditions as previously approved by your Board for the LTE2 and/or LMR installations, and as attached to this Board letter. Granting approval for the execution of these proposed agreements will assist in keeping the LTE2 and LMR projects' schedules on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with the City of Azusa and County of Los Angeles follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
City of Azusa (AZUCYN)	1	5 years w/1-5 year renewal option	Gratis	Exempt	Waived
County of Los Angeles (DPK)	1	Unlimited	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LTE2 and LMR system sites would allow for greater frequency flexibility and would increase radio and broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE2 infrastructure at site AZUCYN will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the FirstNet NPSBN. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

The granting of non-exclusive access to the Authority will be on a gratis basis.

ENVIRONMENTAL DOCUMENTATION

LTE2 Site AZUCYN

LTE2 site AZUCYN site is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15303 and 15304. This determination was based on a detailed analysis of this site, available in the Authority's files, which demonstrates that the communication equipment proposed at this site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (CEQA Guidelines § 15303); and (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (CEQA Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s) (CEQA Guidelines § 15300.2.)

LMR SITE DPK

The environmental impacts of the LMR project at Site DPK were evaluated in the EIR prepared by the Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to site DPK are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the project analyzed or to the circumstances under which the project is undertaken for this LMR System site that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for LTE2 site AZUCYN in accordance with Section 15062 of the State CEQA Guidelines and will file a Notice of Determination with the County Clerk for LMR site DPK in accordance with Section 21152(a) of the California Public Resources Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pdd

Enclosures

c: Counsel to the Authority

LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
DPK	Dakin Peak	Santa Catalina Island Conservancy		Avalon, Santa Catalina Island	LMR
AZUSA CANYON	AZUCYN	City of Azusa	2000 San Gabriel Canyon Rd	Azusa	LTE2

CITY OF AZUSA
COMMUNICATIONS SITE LEASE AGREEMENT
WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

1. Parties and Date.

This Communications Site Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between the City of Azusa, a California municipal corporation, (hereinafter referred to as "Lessor"), with its principal place of business at 213 East Foothill, Azusa, CA 91702-1295, and Los Angeles Regional Interoperable Communications System Authority, a California Joint Powers Authority (hereinafter referred to as "Lessee"), with its principal place of business at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754. Lessor and Lessee are sometimes collectively referred to herein as the "Parties" or individually as the "Party."

RECITALS

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

WHEREAS, Lessee seeks to continue to build out public safety grade Long Term Evolution ("LTE") broadband communication sites ("LTE Site(s)" as further defined herein) to add to the Public Safety Broadband Network ("PSBN"); and

WHEREAS, these LTE Sites will be ultimately incorporated into the federal First Responder Network Authority's ("FirstNet") National Public Safety Broadband Network ("NPSBN") operated by FirstNet's federal contractor, AT&T Inc. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "AT&T"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA") and the assignment of this Lease to AT&T; and

WHEREAS, Lessor owns certain real property described on Exhibit "A-1" attached hereto ("Lessor Property"); and

WHEREAS, Lessee has sought from Lessor and Lessor desires to lease the use of a portion of the real property to the Lessee for the installation and use as an LTE Site; and

WHEREAS, the Parties hereto acknowledge that: (a) Lessee has retained contractors and vendors ("LTE Vendors") to design and construct additional LTE Sites for the PSBN; and (b) FirstNet has retained AT&T (collectively, the "FirstNet Parties") to design, construct and operate the FirstNet NSPBN of which the Lessee's PSBN will be a part; and

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

WHEREAS, if Lessee is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site(s) to FirstNet's federal contractor,

AT&T, for inclusion in the NSPBN, Lessee shall assign this Lease to AT&T's affiliate, New Wireless PCS, LLC; and

WHEREAS, Lessor and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA, and Lessor shall consent to the assignment of the Lease from Lessee to AT&T; and

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

2. Purpose and Use.

2.1 Description of Leased Land. Lessor represents and warrants that it is the owner of a piece of land generally located at 2000 San Gabriel Canyon Road, Azusa, County of Los Angeles, California, as more particularly described in Exhibit "A-1" attached hereto and made a part hereof ("Lessor Property"). Pursuant to this Lease, Lessor hereby leases to Lessee, and Lessee leases from Lessor an approximately three hundred (300) square foot parcel of the Lessor Property, measuring twenty-five feet (25') by twelve feet (12'), for Lessee's equipment, plus approximately 135 square feet of space for a generator and fuel storage tank (the "Ground Space"), plus approximately four hundred (400) square feet for Lessee's tower together with an aerial easement above those portions of the Lessor Property over which the antennas, related appurtenances, and branches of Lessee's antenna support structure may extend (the "Tower Space"). The Ground Space and Tower Space shall be collectively referred to herein as the "Leased Land". Lessor also grants Lessee a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the Leased Land, under or along a fourteen foot (14') wide vehicular right-of-way extending from the nearest public right-of-way, that being San Gabriel Canyon Road, to the Leased Land, together with five foot (5') wide rights-of-way for underground utility wires, conduit and pipe from the Ground Space to existing utility points of connection, all of which are more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference. Such rights of way shall also include the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes generally as shown in Exhibit "A" and to install, maintain, replace and repair wires, cables, conduits and pipes from the Leased Land to the nearest appropriate utilities provider from time to time if Lessor is not providing adequate power and telephone access in the Leased Land. All such rights shall vest in Lessee for the entire term of this Lease.

2.2 Purpose of Lease. Lessor desires to allow Lessee to use the Leased Land and Lessee desires to use the Leased Land in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this Lease.

2.2.1 The purpose of this Lease is to allow Lessee to use the Leased Land for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet thereunder (the "FirstNet NPSBN Solution"), and as otherwise provided in accordance with this section and the terms and conditions of this Lease. For clarity, in order to provide the FirstNet

NPSBN Solution, Lessee shall not be limited in its use of the Leased Land to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum, as long as Band Class 14 is also used at the Leased Land, unless otherwise agreed to by Lessor, or (d) to the use of any specific type of communications equipment; provided, however, with respect to (a) through (d), unless the Lessor has otherwise previously reviewed pursuant to Section 3.11 (Improvements) and provided approval:

- (i) The technology or communications equipment must use the spectrum for the FirstNet NPSBN Solution, personal communications services, telecommunications services, and mobile data services;
- (ii) Lessee shall be restricted to the boundaries of the Leased Land, the underground utilities rights-of-way, and the existing height of the telecommunications tower; and
- (iii) Lessee will obtain and maintain such permits and Leases as required by applicable law for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2.2 Lessee (and/or its employees, agents, vendors, escorted invitees, the First Net Parties and/or other agents): (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade the Lessee communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit "A" (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "Lessee Facility") and other related materials as may be deemed necessary by Lessee but which will remain subject to the terms and conditions of this Lease, including Section 2 (Purpose and Use), Section 3.5 (Use) and Section 3.11 (Improvements). Leased Land shall be used for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

3. Terms.

3.1 Term. The initial term of this Lease shall be for five (5) years, commencing upon Lessee's completion of Lessee's construction of the Lessee Facilities or twelve (12) months after the date on which this lease has been fully executed by the Parties, whichever is earlier ("Commencement Date"). Prior to commencement of construction, Lessee shall obtain all Governmental Approvals (defined in Section 3.3). This Lease may be terminated in accordance with the provisions of Section 3.10 herein.

3.2. Option to Renew. This Lease shall automatically be extended on the terms and conditions herein contained for three (3) additional five (5) year periods (each a "Renewal Term") unless Lessee notifies Lessor of Lessee's election not to renew this Lease for the next Renewal Term by giving written notice to Lessor of such intent at least six (6) months prior to the expiration of the preceding term. Such notice shall be deemed given upon the mailing of such notice to Lessor.

3.3 Governmental Approvals. Prior to the Commencement Date, and during the term of this Lease, Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for the Permitted Activities from all

applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Lessor agrees to reasonably cooperate with Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, land-use permits, and Lessor expressly grants to Lessee a right of access to the Leased Land to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Leased Land necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Lessee may not change the zoning classification of the Property without first obtaining Lessor's written consent and nothing herein shall be interpreted to require Lessor to process any permits or approvals other than as would normally be done by Landlord as a governmental entity.

3.4 Facilities; Utilities; Access.

3.4.1 Subject to the provisions of this Lease, Lessee has the right to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, enhance, upgrade, operate and remove on the Leased Land wireless telecommunications facilities, such as an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting, amplifying and receiving antennas, a generator, fuel storage tank and power source, emergency power backup batteries and all supporting equipment and structures thereto (collectively, the "Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Leased Land for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All Lessee Facilities shall remain Lessee's personal property and are not fixtures and Lessor waives any and all lien rights it may have now or in the future in relation thereto whether statutory or otherwise. Upon the expiration or earlier termination of this Lease, Lessee shall remove all Lessee Facilities, at its sole expense, and shall repair any damage to the Lessor Property or Leased Land caused by such removal in accordance with Sections 3.13 and 3.14 below.

3.4.2 Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall draw electricity, water service and other utilities, as necessary, from Lessor's utility departments that will provide service to the Leased Land. Lessor agrees to sign such documents or easements as may be required to provide such service to the Leased Land, including the grant to Lessee or to the servicing utility department at no cost to the Lessee of an easement(s) in, over, across or through the Leased Land as required from time to time, at such location(s) acceptable to Lessor and the servicing utility company.

3.4.3 Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Leased Land without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Lessor Property in accordance with Section 2.1 above.

3.4.4 Lessee, at its expense, may use any and all appropriate means of restricting access to the Lessee Facilities, including, without limitation, the construction of a fence.

3.5 Use. The Leased Land may be used for any activity directly connected with the provision of telecommunications services and the operation of the Lessee Facilities. Lessee's use of the Leased Land shall comply with all applicable laws, ordinances and regulations related to Lessee's use of the Leased Land, as described herein. Notwithstanding the foregoing however, nothing herein shall obligate Lessee to remedy any prior existing condition of non-compliance with applicable laws, rules, ordinances or regulations. If technically feasible, Lessor may Lease the Lessor Property (other than the Leased Land) to other communication users, provided that such users do not interfere with Lessee's communications operations, as provided in Section 3.12 herein or otherwise violate the terms of this Lease. Similarly, Lessee shall not interfere with the communications operations of any other persons or entities who may have equipment installed on the Property which pre-dates Lessee's, as discussed in more detail in Section 3.12.

3.6 Consideration. As consideration for the issuance of this Lease, Lessee shall pay to Lessor the annual amount of Twenty Seven Thousand Six Hundred and NO/100 Dollars (\$27,600) to be paid in equal monthly installments of Two Thousand Three Hundred and NO/100 Dollars (\$2300.00) ("Rent"), payable as set forth herein below.

Notwithstanding Section 3.6 of this Lease, or anything in this Lease to the contrary, whether expressly or by implication, Lessor hereby acknowledges and agrees as to the following:

(a) The Rent shall not commence, accrue or be due and owing to Lessor, unless, until, and upon the assignment and assumption of the Lease to AT&T. Once the Lease is assigned and assumed, Lessor and AT&T shall memorialize in writing the date of Lease assignment and assumption and the Rent Commencement Date ("Rent Commencement Date").

(b) The Rent is the obligation of AT&T solely. LA-RICS Authority shall have no responsibility for payment of any Rent to Lessor at any time.

3.7 Future Consideration. The annual consideration shall be increased by three percent (3%) each year throughout the term of this Lease and any extensions or renewals thereof, effective on each anniversary of the Rent Commencement Date.

3.8 Rental Payments. All Rent and other payments shall be made payable to Lessor at the following address: City of Azusa, Azusa Light & Water, Attention: Director of Utilities, 729 North Azusa Avenue, Azusa, CA 91702.

3.9 Late Payment Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of consideration and other sums due hereunder after the Rent Commencement Date will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of consideration or any other sum due from Lessee shall not be received by Lessor within twenty (20) days after Lessee's receipt of a notice of overdue payment from Lessor, Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum calculated as of the date due. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge will automatically accrue by reason of any late payment by Lessee made after the ten (10) day notice period. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor shall it prevent Lessor from exercising any of the other rights and remedies granted hereunder.

3.10 Termination.

3.10.1 Termination by Lessor. This Lease may be terminated by Lessor upon a default by Lessee of any covenant, condition, or term hereof, which default is not cured within thirty (30) days of receipt of written notice of default, or if such default cannot be cured within the thirty (30) day period, then such time as reasonably necessary so long as the defaulting party commences such cure within the thirty (30) day period and diligently prosecutes such cure thereafter. Notwithstanding the foregoing, late payment is cause for termination of the Lease, at the sole discretion of Lessor, unless payment is made along with all applicable penalties and interest within thirty (30) days after Lessor provides written notice of default under this provision.

3.10.2 Termination by Lessee. This Lease may also be terminated upon sixty (60) days prior written notice if Lessee is unable to occupy or utilize the Leased Land due to a ruling or directive of the FCC or other governmental agency, or if any certificate, permit or other approval required by Lessee to operate the Lessee Facilities is not obtained or is rejected, terminated or lapses, which cannot be reasonably corrected by Lessee, including but not limited to, a take back of channels or roadways or change in frequencies, or if Lessee determines, in its sole discretion, that the Leased Land is not appropriate for its operations for economic, environmental or technological reasons, including signal strength or interference. In the event of a termination pursuant to economic reasons, Lessee shall pay to Lessor an additional sum of money as liquidated damages equal to six (6) months of the then current monthly Rent.

3.10.3 Termination Due to Casualty. In the event of damage by fire or other casualty to the Leased Land that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Lessor Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Land for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Leased Land, terminate this Lease upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

3.11 Improvements. No subsequent improvements or modifications to the Lessee Facilities shall be constructed and/or maintained on the Leased Land without Lessor's prior written approval of plans and specifications (the "Plans"), including the aesthetic and visual nature of the Lessee Facilities, which approval shall not be unreasonably withheld, conditioned or delayed, and without the payment of any additional consideration to Lessor including additional Rent or review fees. The aesthetic and visual nature of the Lessee Facilities, including color and composition, shall compliment and blend into the Lessor Property and surrounding community to the extent reasonably feasible. Lessee shall not change the existing grade or otherwise modify the topography of the Leased Land or the Lessor Property affected by this Lease without prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor's prior approval shall not be required for modifications to Lessee's equipment of a "like-kind" nature or for equipment contained within the interior of the existing ground based portion of the enclosed Premises, provided however, that Lessee shall provide Lessor with at least five (5) days prior notice before performing modifications to Lessee's Facilities. Lessee shall not be required to provide notice to Lessor if the modification is required on an emergency basis to maintain ongoing operations of Lessee's Facilities, however, Lessee

shall notify Lessor of such action not later than 48 hours after the emergency modification was made.

3.12 Interference.

3.12.1 Lessee shall operate the Lessee Facilities in a manner that will not cause harmful interference to the equipment of Lessor, as well as to the equipment of other lessees of the Lessor Property, provided that the installations of Lessor and such other lessees predate that of the Lessee Facilities, and the installations operate within their licensed frequencies and in accordance with applicable laws, regulations and manufacturer's specifications ("Interference"). Except in emergencies agreed to by Lessor, Lessee shall not perform or have performed any tests, construction, installation, operation, maintenance or repair activities on the Leased Land or the Lessor Property which will unreasonably interfere with Lessor's quiet enjoyment of the Lessor Property. All operations by Lessee, Lessor and other lessees of Lessor Property shall be in compliance with all Federal Communications Commission ("FCC") requirements, as well as other applicable Federal, State and local laws, rules and regulations, as the same specifically apply to Lessee's use of the Leased Land, as described herein. In the event Interference occurs, and after Lessor has notified Lessee of such Interference in writing, Lessee agrees to take all reasonable steps necessary to eliminate such Interference promptly. If Lessee cannot eliminate such Interference, Lessor shall have the right to commence regulatory proceedings to remedy such interference. Lessor agrees that Lessor and/or any other lessees of the Lessor Property who currently have or in the future take possession of all or a portion of the Lessor Property or have rights therein will be permitted to install only such equipment and improvements that is of the type and/or frequency which will not cause harmful interference with the Lessee Facilities. Prohibited interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within forty-eight (48) hours, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to commence regulatory proceedings to remedy such interference. In the event any such interference does not cease within the aforementioned cure period, the party causing such interference shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

3.12.2 There is reserved to Lessor the right to construct or reconstruct facilities and appurtenances in, upon, over, under, across and along the Lessor Property, and in connection therewith, the right to grant or convey to others rights and interest to the Lessor Property; provided such rights and interests do not cause physical interference with Lessee's operations, electronic interference as described in Section 3.12.1 above, or otherwise violate the terms and conditions of this Lease.

3.13 Removal of Improvements. All structures and/or other improvements placed on the Leased Land or the Lessor Property by Lessee shall be the personal property of Lessee and shall be removed by Lessee from the Leased Land or the Lessor Property within ninety (90) calendar days following the expiration or earlier termination of the Lease. Lessor may keep, or dispose of, at Lessee's expense, any real or personal property not so removed. Lessor shall be the sole owner of improvements remaining on the Leased Land or the Lessor Property after said ninety (90) day period.

3.14 Vacating the Property. At the expiration or at any sooner termination of this Lease, Lessee shall quit and surrender possession of the Leased Land and the Lessor Property, to

Lessor in as good order and condition as they were delivered to Lessee, reasonable wear and tear, underground utility conduit, pull boxes and foundations, casualty and damage by the elements excepted; provided, however, that Lessee shall have the right to remove the Lessee Facilities pursuant to Section 3.13 above. Lessee agrees to pay any costs reasonably incurred by Lessor if Lessee fails to comply with this provision. To this end, if Lessee shall not restore the Leased Land and the Lessor Property as required, Lessor may proceed with such work, at Lessee's sole cost and expense and/or assume title and ownership to the Lessee Facilities in their as is and where is condition.

3.15 Maintenance. Lessee shall, at its sole cost and expense, keep the Leased Land free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Leased Land. Herbicides used for weed control shall be approved by Lessor prior to use. Lessee shall also not cause trash or other debris to be placed on the Lessor Property by Lessee. In addition, Lessee shall keep the Leased Land in good condition, reasonable wear and tear and casualty excepted. Lessee shall make any repairs to the Leased Land or the Lessor Property caused by or incident to Lessee's use of the Leased Land or implementation of this Lease but shall not be required to remedy any prior existing condition of non-compliance with applicable laws, rules, ordinances or regulations related thereto.

3.16 Hazardous Substances.

3.16.1 For purposes of this Lease, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles and other than petroleum that may be contained in the generator and fuel storage tank installed by Lessee; and (d) asbestos.

3.16.2 Lessor warrants and represents that, to its knowledge as of the date hereof, there are no Hazardous Substances in or about the Leased Land and the Lessor Property, the improvements thereon do not violate any applicable Federal, State, or local statutes, ordinances, regulations, rules or other requirements, and there is not presently pending any proceeding before any Federal, State or local tribunal or agency, the outcome of which would diminish or preclude Lessee's use of the Leased Land as permitted under the terms of this Lease. Except as otherwise expressly set forth herein, Lessor makes no warranty or representation whatsoever concerning the Leased Land or the Lessor Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Unless otherwise expressly set forth herein, Lessee's right to use the Leased Land and the Lessor Property is strictly on an "as is" basis with all faults. Lessor hereby disclaims all other warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with

regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the Lessee. Lessor shall hold Lessee harmless and indemnify Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Lessee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the Lessee.

3.16.3 Except as otherwise specifically permitted under the terms of this Lease, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Leased Land or the Lessor Property in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement referenced in sub-section 3.16.1. Storage batteries for emergency power, fuel for temporary generators during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Lessee Facilities are excepted from the preceding prohibition of use by Lessee of Hazardous Substances on the Leased Land, so long as Lessee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.16.4 Except as otherwise specifically permitted under the terms of this Lease, no permanent underground or above ground storage tanks shall be installed on the Leased Land or the Lessor Property.

3.16.5 Intentionally omitted.

3.16.6 Lessee shall, within a reasonable time, either prior to the release by Lessee, or following the discovery by Lessee, of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to Lessor in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Leased Land or the Lessor Property. The failure to disclose in a timely manner the release of a Hazardous Substance by Lessee or Lessee's agents, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 *et seq.*) may subject Lessee to a default under this Lease in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances released by Lessee on, under, about or within the Leased Land or the Lessor Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules, regulations; otherwise, Lessor shall immediately clean up and completely remove all Hazardous Substances not placed by Lessee on, under, about or within the Leased Land or the Lessor Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules, regulations.

3.16.7 In the event Hazardous Substances are discovered by Lessee, Lessee shall disclose to Lessor the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within the Leased Land or the Lessor Property and, if caused by Lessee, provide written documentation of its safe and legal disposal.

3.16.8 Breach of any of these covenants, terms, and conditions by Lessee shall give Lessor the right, after the giving of written notice and following the expiration of the applicable cure period, to terminate this Lease or to shut down Lessee's operations thereon, at the sole discretion of Lessor. In either case, Lessee will continue to be liable under this Lease to remove and mitigate all Hazardous Substances released by Lessee on, under, about or within the Leased Land or the Lessor Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances released into the Leased Land and the Lessor Property by Lessee during Lessee's period of use and possession of the Leased Land or the Lessor Property. Lessor may pass through to Lessee any and all costs of removal and mitigation or decontamination, on or off the Leased Land or the Lessor Property, necessitated by the release of such Hazardous Substances on the Leased Land or the Lessor Property by Lessee should Lessee not satisfactorily remove the same. Upon termination of this Lease, Lessee is required, in accordance with all laws, to remove from the Leased Land or the Lessor Property any equipment or improvements placed on the Leased Land or the Lessor Property by Lessee that could be contaminated by Hazardous Substances.

3.16.9 Lessee shall defend, indemnify and hold Lessor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) to the extent caused by any release of any Hazardous Substances by the Lessee or its partners, affiliates, agents, officials, officers, contractors or employees on the Lessor Property or Leased Land.

3.16.10 Intentionally omitted.

3.17 Intentionally omitted.

3.18 Entry by Lessor. Lessor or its officers, employees, contractors, or agents shall have the right to go upon and inspect the Leased Land and the operations conducted thereon to assure compliance with the requirements herein stated. Except in the case of an emergency, Lessor shall provide Lessee at least two (2) weeks' notice of Lessor's desire to so inspect the Leased Land and shall allow a representative of Lessee to accompany Lessor on such inspection. This inspection may include taking samples for chemical analysis of soils on the Leased Land and taking photographs, so long as such inspection does not touch or adversely affect the operation of any of the Lessee Facilities.

3.19 Previous Leases. In the event there is an existing Lease between Lessee (or its predecessor-in-interest) and Lessor (or its predecessor-in-interest) covering the Leased Land, it is agreed and understood that this Lease shall cancel, supersede and terminate said prior Lease as of the effective date of this Lease.

3.20 Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subject and subordinate to any mortgage or other security interest by Lessor which from time to time may encumber all or part of the Lessor Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Land as long as Lessee is not in default of this Lease (after the giving of

written notice and following the expiration of any applicable cure period). Lessee shall execute whatever commercially reasonable instruments may reasonably be required to evidence this subordination clause. In the event the Lessor Property is encumbered by a mortgage or other security interest, the Lessor immediately after this Lease is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each such mortgage or other security interest in recordable form; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Land as long as Lessee is not in default of this Lease (after the giving of written notice and following the expiration of any applicable cure period). This Lease is subject to all leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which predate this Lease and may affect the Leased Land. At Lessor's option, this Lease shall be subject to and subordinate to the prior and future rights and obligations of Lessor, its successors and assigns, to use the Lessor Property in the exercise of its powers and in the performance of its duties, provided that the foregoing not interfere with Lessee's use of the Leased Land provided in this Lease. Accordingly, there is reserved and retained unto Lessor, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along the Lessor Property, and in connection therewith, the right to grant and convey to others, rights and interests to the Lessor Property, provided that the foregoing not interfere with Lessee's use of the Leased Land as provided in this Lease.

3.21 Assignment or Subletting. Lessee shall not assign or sublease this Lease without the prior express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed ; provided, however, Lessee may assign this Lease, without securing Lessor's prior written consent, to i) AT&T or ii) any of its subsidiaries, affiliates or successor legal entities, or to any entity acquiring substantially all of the assets of AT&T. Additionally, Lessee may, upon notice to Lessor, collaterally assign or grant a security interest in this Lease and the Lessee Facilities, and may assign this Lease and the Lessee Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties. Upon assignment, Lessee shall be relieved of all liabilities and obligations accruing thereafter hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder accruing thereafter provided such assignee is of substantially similar financial strength or credit worthiness as Lessee.

3.22 Taxes. The possessory property interest created by this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Lessee is required to pay any such tax directly to the appropriate taxing authority. In addition, if personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to any taxes for which Lessee is responsible under this Section within a reasonable time after Lessor's receipt of the same. Lessee shall have no obligation to make payment of any real estate taxes until Lessee has received the notice, assessment or billing relating to such payment either directly from the appropriate taxing authority, or from Lessor as provided for herein. Lessor shall pay all real property taxes, assessments and deferred taxes on the Leased Land. Lessor hereby grants to Lessee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Lessor and/or Lessee, any personal property or real property tax assessments that may affect Lessee.

3.23 Mechanic's Liens. Lessee shall keep the Leased Land and the Lessor Property free from any liens arising out of any work performed, material furnished, or obligations incurred

by Lessee, or any tenant or subtenant thereof. Lessee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form acceptable to Lessor.

3.24 Waiver. The waiver by Lessor or Lessee of any breach of any term, covenant, condition or provision contained herein ("Terms"), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms contained herein. The subsequent acceptance of consideration by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any Terms of this Lease, other than the failure of Lessee to pay the particular consideration so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such consideration.

3.25 Attorneys' Fees. The prevailing Party in any action brought by either Party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' fees and costs.

3.26 Insurance.

3.26.1 Types; Amounts. Lessee shall obtain, and shall endeavor to require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by Lessor ("Required Insurance").

(i) General Liability Insurance. Lessee shall maintain commercial general liability insurance as per ISO form CG 00 01, or equivalent form, on a per occurrence basis, One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

(ii) Business Automobile Liability Insurance. Lessee shall maintain occurrence version business automobile liability insurance, or equivalent form, with a combined single limit of One Million Dollars (\$1,000,000) per accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible

(iii) Fire and Special Perils Property Insurance. Lessee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Leased Land, with limits equal to ninety percent (90%) of the value of all such improvements or alterations.

(iv) Notwithstanding the foregoing, Lessee may self-insure any required coverage under the same terms as required by this Agreement.

(v) Lessor's Insurance. Lessor shall, at its own cost and expense, maintain commercial general liability and property liability insurance with liability limits of not less than One Million dollars (\$1,000,000) for injury to or death of one or more persons, or damage or destruction to property, in any one occurrence and shall name Lessee as an additional insured thereunder.

3.26.2 General Provisions. The commercial general liability insurance policy and the business automobile liability insurance policy of Lessee shall include the City of Azusa, its elected and appointed officers, employees, and agents" as additional insureds.

3.26.3 Certificates; Insurer Rating; Cancellation Notice. Prior to the Commencement Date, Lessee shall furnish to Lessor properly executed certificates of insurance which evidence

all Required Insurance. Lessee shall maintain the Required Insurance at all times while this Lease is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. Lessee shall provide Lessor with at least thirty (30) days prior written notice with respect to cancellation or expiration of any required coverage that is not replaced. Unless approved in writing by Lessor, Lessee shall place the Required Insurance with insurers eligible to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

3.26.4 Waiver of Subrogation. Lessor and Lessee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to the Leased Land, the Property, or the Lessee Facilities caused by, or which result from, risks covered under a fire and special perils property damage insurance policy at the time of such damage or harm. Lessor and Lessee shall cause each such insurance policy obtained by them concerning the Leased Land and/or Lessor Property to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

3.27 Intentionally omitted.

3.28. Indemnity. Lessee hereby agrees to defend, indemnify and hold Lessor and its directors, officials, officers, agents and employees free and harmless from and against any and all third-party claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, including the payment to Lessor of all reasonable expenses of legal representation, whether by special counsel or by Lessor's staff, to persons or property, including wrongful death, to the extent caused by the negligent acts, omissions or willful misconduct of Lessee, its partners, affiliates, agents officials, officers or employees in performance of this Lease or negligent use of the Leased Land or the Lessor Property, excepting, however, any such claims or damages due to or caused by the acts or omissions of Lessor, its directors, officials, officers, agents and employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against Lessor, its directors, officials, officers, agents or employees covered by Lessee's indemnity obligations. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. Lessee's obligations shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by Lessor or its directors, officials, officers, agents or employees.

Lessor hereby agrees to defend, indemnify and hold Lessee and its directors, officials, officers, agents and employees free and harmless from and against any and all third-party claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, including the payment to Lessee of all reasonable expenses of legal representation, whether by special counsel or by Lessee's staff, to persons or property, including wrongful death, to the extent caused by the negligent acts, omissions or willful misconduct of Lessor, its directors, officials, officers, agents and employees in performance of this Lease or use of the Leased Land or the Lessor Property, excepting, however, any such claims or damages due to or caused by the acts or omissions of Lessee or its agents. Lessor shall pay and satisfy any judgment, award or decree that may be rendered against Lessee or its agents covered by Lessor's indemnity obligations. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. Lessor's obligations shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by Lessee or its agents.

The indemnifying Party's obligations under this section are contingent upon: (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party; and (ii) the indemnified Party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Lessor Property, including the Leased Land.

3.29 Amendments. The provisions of this Lease may be amended by mutual written consent of both Parties.

3.30 No Relocation Assistance. Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act from Lessor upon termination of this Lease other than due to Lessor's default hereunder. Notwithstanding the above, in case of condemnation of the Leased Land or transfer by a deed in lieu of condemnation, Lessee shall be entitled to pursue a claim against the condemning authority for the loss of any Lessee Facilities, costs of relocation, bonus value of this Lease, or loss of goodwill, if any are due to the condemnation proceeding, as permitted under condemnation law.

3.31 Time. Time is of the essence of this Lease.

3.32 Notices. All notices permitted or required under this Lease shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Lessee: Scott Edson, Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone:(323) 881-8281
Fax: (323) 264-0718

With a copy to: Truc L. Moore, Principal Deputy County Counsel
Office of the County Counsel
350 South Figueroa St., Suite # 700
Los Angeles, CA 90071
Phone: (213) 808-8779
Fax: (213) 693-4904

If to Lessor: City of Azusa
213 East Foothill Boulevard
Azusa, CA 91702
Attention: Director of Utilities

With a copy to: Azusa Light & Water
729 North Azusa Avenue
Azusa, CA 91702
Attention: Director of Utilities

A courtesy copy of notices to Lessee shall be sent to AT&T:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Los Angeles – LA-RICS Assignment Azusa Canyon
FA#: 12844578
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Legal Dept – Network Operations
Attn: Network Counsel
Re: Los Angeles – LA-RICS Assignment Azusa Canyon
FA#: 12844578
208 S. Akard Street
Dallas, TX 75202-4203

Such notice shall be deemed made when personally delivered, when received or refused through a reputable nationwide overnight courier service that provides a written receipt of delivery, or when received or refused if sent by registered or certified mail, return receipt requested and addressed to the Party at its applicable address.

3.33 Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both Parties.

3.34 Invalidity. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

3.35 Successors and Assigns. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

3.36 Consent to Jurisdiction and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Lease, or which in any way arises out of the Parties' activities undertaken pursuant to this Lease, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Lessee expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

3.37 Title Insurance. Lessee may obtain title insurance on its interest in the Leased Land at its sole expense. Lessor shall cooperate by executing documentation required by the title insurance company.

3.38 Exhibits. All Exhibits annexed hereto form material parts of this Lease.

3.39 Recording. Lessor agrees to execute a Memorandum of this Lease which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

3.40 Survival. All obligations of either Party hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation, in the case of Lessee, all payment obligations and all obligations concerning the condition of the Leased Land and the Lessor Property.

3.41 Nondiscrimination. Lessee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies and any of its contractors retained with respect to this Lease are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment.

34.2 The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties enter into this License as of the Effective Date.

COMMUNICATIONS SYSTEM AUTHORITY,
a California Joint Powers Authority

By: _____
Scott Edson, Executive Director

Dated: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Deputy

CITY OF AZUSA,
a California municipal corporation

By: _____
Name: _____
Title: _____

Dated: _____

APPROVED AS TO FORM:
City Attorney

By: _____

Exhibit "A-1"

Legal Description of Lessor Property

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lot 4 in Section 22, Township 1 North, Range 10 West, San Bernardino Meridian, in the City of Azusa, County of Los Angeles, State of California, according to the Official Plat thereof.

Except therefrom that portion lying northerly of the southerly line of that certain strip of land 100 feet wide described in the quitclaim deed recorded in Book 14763, Page 284, Official Records of said County.

Exhibit "A"

Site Plan Depicting Leased Land and Lessee Facilities

However, it is expressly agreed and understood by and between the Lessor and Lessee that the exact and precise location of the Lessee Facilities is subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Leased Land".

Therefore, it is expressly agreed and understood by and between Lessor and Lessee that the precise location of the Leased Land as shown on Exhibit "A" may be modified by the Lessee in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Lessee's intended use of the Property. The Leased Land as described herein may therefore be modified by the Lessee to reflect the final engineering design. An amended Exhibit "A" (if necessary) will be provided by the Lessee and attached to the Lease in place of the existing Exhibit "A", a copy of which will be provided to the Lessor for review prior to being incorporated into the Lease.

[ATTACH FULL SIZE LEGIBLE DRAWINGS, AND LIST REVISION DATE AND SHEET NUMBERS]

**SITE ACCESS AGREEMENT
DAKIN PEAK COMMUNICATIONS SITE**

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2019,

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, COUNTY leased from landowner Santa Catalina Island Conservancy, ("CONSERVANCY") certain real property commonly known as Los Angeles COUNTY Dakin Peak Communications Site on the island of Catalina, California as described on **Exhibit A-1** attached hereto ("Dakin Peak"), which is a portion of Los Angeles COUNTY Assessor Parcel Number ("APN") 7480-042-809;

WHEREAS, COUNTY desires to license the use of a portion of Dakin Peak to LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communications site;

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (b) any of LA-RICS AUTHORITY member agencies may assume LA-RICS AUTHORITY's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on Dakin Peak in accordance with the terms and conditions prescribed herein.

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

1. **LMR SITE**

1.01 COUNTY hereby licenses to LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from COUNTY on the terms and conditions set forth herein, the use of land within a portion of Dakin Peak, together with all necessary space and easements for access and utilities to install and operate an unmanned LMR communications facility, consisting of the leased parcels of land shown on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "LMR Site").

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

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

1.04 LA-RICS AUTHORITY hereby acknowledges the title of the COUNTY or its successors in Dakin Peak and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall remain with LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. LA-RICS AUTHORITY may not remove its communications tower or any of its own improvements to Dakin Peak at any time without the consent of COUNTY during the term of this Agreement, and COUNTY hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. 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 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 LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each

site comprising Dakin Peak for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or Dakin Peak 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 COUNTY's authority to exercise any right or power concerning the utilization of Dakin Peak including without limitation the LMR Site; provided, however, that such COUNTY authority shall not include the exercise of any right or power that would interfere with the use of the LA-RICS Facility.

3. **APPROVALS/DESIGN REVIEW**

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

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

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

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

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by COUNTY pursuant to Section 28 (Default) hereof (c) by COUNTY's loss of its ground lease with CONSERVANCY at Dakin Peak due to unforeseeable circumstances. .

5. **CONSIDERATION**

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

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

COUNTY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, COUNTY shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany COUNTY during any such inspection of or access to a LMR Site. LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the COUNTY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement,

including without limitation Sections 3 and 8 hereof. COUNTY's review and approval of the plans shall not release LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. LA-RICS AUTHORITY shall be responsible for notifying COUNTY and all other relevant parties immediately upon discovery of such omissions and/or errors. LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after COUNTY has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by COUNTY in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the COUNTY. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

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

7.04 LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions

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

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

8. ALTERATIONS

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

9. MAINTENANCE

LA-RICS AUTHORITY shall be responsible for maintenance of the portions of Dakin Peak, occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall

be kept neat and clean by LA-RICS AUTHORITY. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from COUNTY, COUNTY may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by COUNTY.

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

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the COUNTY of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, COUNTY shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, COUNTY shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

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 Dakin Peak 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.

12. This Section is omitted.

13. **ACCESS TO LMR SITE**

13.01 COUNTY hereby allows LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents the nonexclusive right to use, at its sole risk, during the term of this Agreement, the access given by CONSERVANCY, owner of the private access road which serves the LMR Site ("Access"). CONSERVANCY may charge an access fee. 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. 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.

14. **EMERGENCY ACCESS BY COUNTY**

The COUNTY, COUNTY's landowner and sublessee CONSERVANCY and their authorized agents and subtenants may access the tower portion of the LMR Site at any time for the purpose of managing functions of their antenna system. Only COUNTY and its authorized agent can access the building portion of the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site should LA-RICS AUTHORITY be unable or unwilling to respond to COUNTY's request to take immediate action to correct any deficiency which threatens COUNTY's operation on the LMR Site, provided that COUNTY shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, COUNTY shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the building portion of the LMR Site due to an emergency; provided, however, that under no circumstance shall the COUNTY access LA-RICS AUTHORITY's equipment cabinets. Under no circumstances shall CONSERVANCY enter the building portion of the LMR Site. COUNTY shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when COUNTY is entering the LMR Site or when CONSERVANCY is accessing the tower portion of the LMR Site. LA-RICS AUTHORITY shall reimburse COUNTY within thirty (30) days of receipt of COUNTY's written request for COUNTY's actual costs to correct any deficiency that is corrected by COUNTY pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 No Interference. LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of Dakin Peak by COUNTY or COUNTY's agents, invitees or other licensees or users who may occupy portions of Dakin Peak at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at Dakin Peak. LA-RICS AUTHORITY shall conform to COUNTY's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

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

15.03 Interference with Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of COUNTY or any other duly authorized occupant of Dakin Peak, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with COUNTY to cooperatively discuss and reach agreement on how such interference will be resolved. COUNTY agrees that COUNTY and/or any other occupants of Dakin Peak who currently have or in the future take possession of Dakin Peak will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

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

15.05 Compliance with Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately

remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with COUNTY and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless COUNTY and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

COUNTY agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of COUNTY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of COUNTY's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to COUNTY, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such

insurance shall be provided by insurer(s) satisfactory to the COUNTY's Risk Manager, and evidence of such programs satisfactory to the COUNTY Risk Manager, shall be delivered to the CEO Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that COUNTY is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the COUNTY as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the COUNTY as an additional insured.

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

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad from property damage, and personal injury with a limit of not less than

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

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

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

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

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for COUNTY's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the COUNTY and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including COUNTY furnished materials and equipment, against loss or damage until completion and acceptance by LA-RICS AUTHORITY and the COUNTY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming COUNTY as an additional insured, with limits of not less than

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

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

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the COUNTY for injury to LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to COUNTY any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or COUNTY. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

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

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LA-RICS AUTHORITY to COUNTY upon demand.

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

LA-RICS
2525 Corporate Place, Second Floor
Monterey Park, California 91754

AUTHORITY

ATTN: Executive Director

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

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

COUNTY of Los Angeles
Chief Executive Office – Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

Attn: Director of Real Estate

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. LA-RICS FACILITY REMOVAL

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

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and Dakin Peak 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.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of LA-RICS AUTHORITY and an authorized agent of COUNTY.

25. **ASSIGNMENT**

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

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

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the COUNTY.

25.03 COUNTY shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the COUNTY. COUNTY's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the COUNTY.

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

25.06 COUNTY shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications tower(s) to CONSERVANCY and its tenants, if such telecommunications tower(s) is/are capable of housing CONSERVANCY and its tenants based on terms mutually agreeable to LA-RICS AUTHORITY. COUNTY'S sublease to CONSERVANCY shall (a) comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third-party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. .

26. **SUBORDINATION AND NON-DISTURBANCE**

COUNTY shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of Dakin Peak. At COUNTY's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by COUNTY which from time to time may encumber all or part of Dakin Peak; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering Dakin Peak, COUNTY shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in Dakin Peak, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill COUNTY's obligations under this Agreement, and (c) promptly cure all of the then-existing COUNTY defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the COUNTY of Dakine Peak, and (iii) agrees to accept a cure by Lender of any of COUNTY's defaults, provided such cure is completed within the deadline applicable to COUNTY.

27. **CONDEMNATION**

In the event of any condemnation of Dakin Peak (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to COUNTY if such

condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and COUNTY and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. DEFAULT

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

29. WAIVER

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein

contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the COUNTY.

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration

("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

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

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

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

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the COUNTY shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. NON EXCLUSIVITY

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

38. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

39. PUBLIC RECORDS ACT

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

39.02 In the event the COUNTY is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential," or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the COUNTY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of COUNTY's invoice.

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

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the COUNTY for any of the aforementioned documents, information, books, records, and/or contents COUNTY agrees to refund and

indemnify LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after COUNTY's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the COUNTY may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement and authorized to act in the day-to-day operation thereof.

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

43. **BANKRUPTCY**

The COUNTY and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **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.

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

LA-RICS AUTHORITY and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by LA-RICS AUTHORITY, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of LA-RICS AUTHORITY or any COUNTY lobbyist or COUNTY lobbying firm retained by LA-RICS AUTHORITY to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

49. **ENFORCEMENT**

The COUNTY's Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers, employees, or committees of COUNTY having duties in connection with the administration thereof.

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the COUNTY's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

50.02 LA-RICS AUTHORITY shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

51. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS AUTHORITY acknowledges that the COUNTY of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the COUNTY's policy to encourage LA-RICS AUTHORITY to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the

contractor's or subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

52. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

52.01 LA-RICS AUTHORITY acknowledges that the COUNTY has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

52.02 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, LA-RICS AUTHORITY warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. RECYCLED BOND PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, LA-RICS AUTHORITY agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

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

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY (LA-RICS)**

A California Joint Powers Authority

By: _____
Scott Edson
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

CONSENT GIVEN BY LESSOR:

CATALINA ISLAND CONSERVANCY
A California non-profit organization

By: _____
Tony Budrovich
Chief Operating Officer

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Chief Executive Officer

By: _____
David Howard
Assistant Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

EXHIBIT A SITE DESCRIPTION

**Dakin Peak (DPK) Telecommunications Site
Dakin Peak, Divide Road, Santa Catalina Island
Avalon, CA 90704**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
DPK	Dakin Peak	Santa Catalina Island Conservancy	Divide Road	Avalon	CA	90704	4

EXHIBIT B

EQUIPMENT LIST

Dakin Peak (DPK) Telecommunications Site

New 180' Lattice Tower (1),

New LMR Indoor RF Rack (14),

New LMR Indoor RF Rack – Future (7)

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (2),

New LMR Antenna (22),

New LMR Microwave Dish (3),

New LMR GPS Antenna (2),

New 150 Kw Generator (1),

New 3807 Gallon Fuel Tank (1)

EXHIBIT C

SITE PLAN

Dakin Peak (DPK) Telecommunications Site

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully execute

DRAFT



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2019

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

Dear Directors:

2020 SCHEDULE OF LA-RICS BOARD MEETINGS

SUBJECT

Board approval is requested for the 2020 Schedule of LA-RICS Board Regular Meetings. The location for the 2020 Board meetings will be at the Los Angeles County Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Conference Rooms 223 through 227 and 263, Los Angeles, California 90032.

RECOMMENDED ACTIONS

It is recommended that the Board:

1. Approve the following dates for the calendar year 2020 Board Regular Meeting Schedule:

January 9 (due to January 1st New Year's Day)

February 6

March 5

April 2

May 7

June 4

July 9 (due to 4th of July Holiday)

August 6

September 3

October 1

November 5

December 3

All Regular Meetings will be held at 9:00 a.m. Pacific Time at the at the at the Los Angeles County Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Conference Rooms 223 through 227 and 263, Los Angeles, California 90032.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2020.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

WST:pdd

cc: Counsel to the Authority