



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, March 2, 2023 • 9:00 a.m.

County of Los Angeles Sheriff's Department (LASD)
Scientific Services Bureau
Hertzberg Davis Forensic Science Center
Conference Rooms 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

Call-in Number for the Public:

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

Telephone Number: (323) 886-6924

Conference ID: 245 893 302#

AGENDA POSTED: February 23, 2023

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

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

OFFICERS	
Scott Edson , LA-RICS Executive Director	
Arlene Barrera , County of Los Angeles, Auditor-Controller	
Keith Knox , County of Los Angeles, Treasurer and Tax Collector	
Susy Orellana-Curtiss , LA-RICS Administrative Deputy	
Beatriz Cojulun , LA-RICS Board Secretary	



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A – B)

A. January 5, 2023 – Regular Meeting Minutes

Agenda Item A

B. February 2, 2023 – Regular Meeting Minutes

Agenda Item B

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (C – F)

C. Director's Report – Scott Edson

Agenda Item C

D. Project Manager's Report – Justin Delfino

Agenda Item D

E. Joint Operations and Technical Committee Chair's Report – No Report

F. Finance Committee Chair's Report – No Report

VII. DISCUSSION ITEMS (G – H)

G. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item G

H. Outreach Update – Lieutenant Robert Weber

Agenda Item H



VIII. ADMINISTRATIVE MATTERS (I – K)

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR FOR ROAD IMPROVEMENT WORK AT LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Delegate authority to the Executive Director to share in future road repair costs for other LMR System sites where public or private entities perform the work in-house or procures road repair services via competitive bid or emergency processes, so that the Authority and its contractors can continue to secure safe access to LMR System sites, for a not-to-exceed aggregate amount of \$260,000, with such costs being memorialized via an MOU or other agreement deemed appropriate, which is approved as to form by Counsel to the Authority and executed by the Executive Director and the public or private entity.
2. Require the Executive Director to report quarterly to your Board regarding what road repair costs were shared for any LMR System sites, and the remaining balance of the not-to-exceed budgeted amount of \$260,000.

Agenda Item I

J. DELEGATE AUTHORITY TO EXECUTE DIRECTOR TO NEGOTIATE AND EXECUTE SUBLEASE AND CONSENT AGREEMENT FOR COLLOCATION AT A LAND MOBILE RADIO SYSTEM WITH COUNTY OF LOS ANGELES

It is recommended that your Board:

1. Find that the approval and execution of the Sublicense and Consent Agreements with the County of Los Angeles (County) and Saddle Peak Communications for LMR Site MCI to allow the County to collocate and install, operate and maintain County public safety communications equipment supporting the Sheriff's Department at the LA-RICS MCI site and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of Site MCI, if needed to provide network connectivity to the LMR System, 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 project.
2. Find that the approval and execution of additional Sublicenses, Consent Agreements and other needed real estate agreements with the County and underlying land owners, as applicable, for LMR Sites Mt. Lukens, Magic



Mountain Link and Frost Peak to allow the County to collocate and install, operate and maintain County public safety communications equipment supporting its communication systems and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of LMR Sites Mt. Lukens, Magic Mountain and Frost Peak, if needed to provide network connectivity to the LMR System, 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 project.

3. Authorize the Executive Director to complete negotiations, finalize and execute the real estate agreement identified herein for the MCI LMR Site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, and to exercise amendments for the option terms to September 7, 2036, all of which must have approval as to form from Counsel to the Authority.
4. Authorize the Executive Director to complete negotiations, finalize and execute real estate agreements for the other LMR Sites of Mt. Lukens, Magic Mountain Link and Frost Peak, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, which shall also include requirements from the US Forest Service Communications Use Lease for these sites that is required of the Authority to be required of the County, and to exercise amendments for the option terms to December 31, 2049 for these sites, all of which must have approval as to form from Counsel to the Authority.

Agenda Item J

**K. APPROVE AMENDMENT NO. 111 TO AGREEMENT NO. LA-RICS 007
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO**

It is recommended that your Board:

1. Approve Amendment No. 111 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order related to an outage with the roll-up generator at the BUR1 site, for a cost increase in the amount of \$6,904.



- b. Incorporate one (1) Change Order in connection with the reconciliation of a permit processing fee at the GRM site, for a cost decrease in the amount of \$1,543.
2. Authorize a net increase to the Maximum Contract Sum in an amount of \$5,361 from \$216,029,067 to \$216,034,427 when taking the recommended actions into consideration.
3. Delegate authority to the Executive Director to finalize, negotiate, and execute Amendment No. 111, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

Agenda Item K

IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Government Code Section 54957(b)(1)] Title: Executive Director

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, April 6, 2023, at 9:00 a.m., at the LASD Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, January 5, 2023 • 9:00 a.m.
Conducted via Microsoft Teams Meeting

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency, County of Los Angeles Department of Health Services

Phil Ambrose, Battalion Chief, Los Angeles Area Fire Chiefs Association

David Povero, Police Chief, City of Covina Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

Leslie Luke, Director, Office of Emergency Management, County of Los Angeles Chief Executive Office

Frank Forman, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

Marcel Rodarte, Executive Director, California Contract Cities Association

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Susy Orellana-Curtiss, LA-RICS Administrative Deputy

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Brian Solinsky, Police Chief, Los Angeles County Police Chief's Association

Mark Fronterotta, Police Chief, City of Inglewood Police Department

Vacant, City of Signal Hill Police Department



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

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the Regular meeting of the Board to order at 9:01 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

Board Secretary Beatriz Cojulan took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A – B)

A. December 1, 2022 – Regular Minutes

Agenda Item A

B. December 13, 2022 – Special Minutes

Agenda Item B

Alternate Board Chair Yanagi asked the Board if there were any corrections or clarification to the attached minutes to the Regular meeting on December 1, 2022, and Special meeting on December 13, 2022. There were no corrections or comments, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Board Member Leslie Luke.

Ayes 7: Luke, Forman, Yanagi, Tadeo, Ambrose, Rodarte, and Povero.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR (C)



C. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

Alternate Board Chair Yanagi asked for a motion to approve if there were no comments regarding the Consent Calendar Agenda Item C.

Board Member Luke motioned first, seconded by Alternate Board Member Marcel Rodarte.

Ayes 7: Luke, Forman, Yanagi, Tadeo, Ambrose, Rodarte, and Povero.

MOTION APPROVED.

VI. REPORTS (D - G)

D. Director's Report – Scott Edson

Executive Director Scott Edson shared a brief but exciting report to start off the New Year and welcomed everyone by saying Happy New Year, wishing everyone a fabulous 2023. Executive Director Edson stated the entire LA-RICS team is excited about what this year holds for the Authority and for public safety in this region.

Executive Director Edson welcome the new County of Los Angeles (County) Sheriff, Robert Luna, to the Sheriff's Department (LASD) and the Joint Powers Authority (JPA). Executive Director Edson stated that Sheriff Luna has been involved with LA-RICS for many years as part of the regional Urban Authority Security Initiative (UASI) Board, which the Authority looks forward to his leadership and expertise as the Department Head of LASD and Chair of this JPA. Executive Director Edson believes that Sheriff Luna has much to do and learn, therefore he will join the Authority as soon as possible, however, Executive Director Edson believes the Authority remains in good hands with Chief Yanagi as his Alternate.

Executive Director Edson reported that last month the Authority received the much anticipated \$18.6 million from the State and the funds are in the bank. Executive Director Edson expressed that financially, the Authority is fully funded through the System completion date in October 2023, as well as operating within the Authority's budget. Executive Director Edson went on to say that the Project's System will go-live in October, and in the next few months the Authority looks to bring before the Board a revised funding model to sustain the Project. Executive Director Edson detailed the model would include a per-device subscription rate plan and a membership model that supports the subscription-based plan. Executive Director Edson mentioned the Authority would be working with the regional UASI to obtain the appropriate maintenance funding equivalent in percentage to what other systems have received and are getting this year.



Executive Director Edson further reported that much marketing and outreach is now taking place and the Authority is working with various agencies and organizations to ensure public safety interoperability is complete in this region. Executive Director Edson recalled the decision made by the UASI Board and its funding was that LA-RICS would be the hub of a hub and spoke model. Executive Director Edson explained that as the hub, public safety agencies would connect to LA-RICS via a spoke, and this would ensure regional interoperability that would finally serve the public. Executive Director Edson said the UASI Board decision made for a fairly expensive model, and one more difficult to design and build, and for that reason the Authority will pursue equivalent maintenance funding and a subscription rate model to support it. Executive Director Edson stated the Authority looks forward to support from the leadership on the UASI Board, to for the first time ever, bring true interoperability to the region.

Executive Director Edson stated that overall, the Authority is in a very good place with all sites constructed, punch list and warranty items ongoing, and in parallel optimization and testing is taking place now. Executive Director Edson said last month the Authority went live with the Narrowband Mobile Data Network (NMDN) and in a few short months the Authority will also go-live with the Digital Voice Trunk Network (DTVRS). Executive Director Edson shared that LASD will be the first to cutover to the new Digital Voice Trunk Network. Executive Director Edson mentioned this network would bring them great capacity, coverage, and resiliency.

Executive Director Edson said that Acting Project Manager Steve Page would follow with more details on the Land Mobile Radio (LMR) system, Technical Lead Ted Pao with Spectrum and Licensing Issues under Agenda Item H, and the Outreach Update would be presented by Lieutenant Robert Weber under Agenda Item I.

Executive Director Edson wrapped up by saying that while the Authority believes Motorola Solutions, Inc. (MSI) has not strictly adhered to scheduling best practices, nor the contract requirements for schedule updates, the Authority is most interested in coming to agreement with MSI on the remaining significant LMR milestone dates and the LMR completion date. Therefore, Executive Director Edson recommends acceptance of this re-baseline Integrated Master Schedule (IMS) in LMR Amendment No. 109 as well as the inclusion of minor design cost associated with the Topanga (TOP) site. These are all identified in Agenda Item J which will be presented by Susy Orellana-Curtiss.

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



E. Project Manager's Report – Steve Page

Acting Project Manager Steve Page greeted the Board and presented Agenda Item E.

December Successes

Acting Project Manager Page stated that in December, as Executive Director mentioned, NMDN 1 came online on December 15, 2022, and is currently in use by the County of Los Angeles Fire Department (LACoFD). Acting Project Manager Page further stated the West UHF and West 700 Cells came online and are still being tested by MSI in preparation for cutover to the Digital Trunked Voice Radio System (DTVRS) in March 2023.

December Challenges

Acting Project Manager Page reported that last month, with the rainy season starting up, the Authority had some issues with the generator at Burnt Peak (BUR1), but those have been dealt with now and with NMDN1 in place and operating, the Authority has visibility to the status of the generator.

Acting Project Manager Page further reported the Los Angeles Department of Water and Power (LADWP) finalized their second design for Green Mountain (GRM) with the underground option, and that has been transmitted to State Parks for review.

Acting Project Manager Page said the Authority went through the final items for NMDN1, all of the Work Acceptance Certificates (WACs) were approved, and the system came online on time on December 15, 2022.

Key Program Metrics

Acting Project Manager Page stated that, as mentioned last month, program metrics are pretty much done on the construction side. Acting Project Manager Page also mentioned that all sites are done, all equipment is in, and starting next month, the Authority will cover something new and exciting for the Board.

The Inter-Radio Subsystem Interference (ISSI)

Acting Project Manager Page went on to say that as Executive Director Edson stated, the hub and spoke model of interoperability really leads the Authority to technical talk of this month. Acting Project Manager Page said he would provide details as to the future of the System and went on to say that it would begin once the Authority had the LA-RICS DTVRS connected to other LMR systems through the Inter-Radio Frequency (RF) Subsystem Interface (ISSI). Acting Project



Manager Page further explained that ISSI is a standard within the P25 suite of standards that dictates the minimum requirements for systems to connect together to allow users from each system to use the coverage of different systems. Acting Project Manager Page further explained that in the case of the LA-RICS, it is using the ISSI primarily to connect resources at the system level so that users in the field from these different systems are allowed to talk to one another completely transparently. Acting Project Manager Page said he would discuss and explain the second use of ISSI.

The ISSI Connection

Acting Project Manager Page stated the connection the Authority currently has between LA-RICS and Interagency Communications Interoperability (ICI) system is a physical cable connected at one of the Authority sites which also houses an ICI site, and this collocation makes it easy to connect one system to another. Acting Project Manager Page went on to say the connection is firewalled, secured, and rules-based, and meets all of the security requirements of both LA-RICS and ICI.

The ISSI Operation

Acting Project Manager Page reported that once the two (2) systems were connected together, the Authority configured a number of Regional Talkgroups on both sides (in each core) and mapped them to one another directly.

Acting Project Manager Page said that what this means is that when someone on LA-RICS talks on Talkgroup Regional-3, it comes out on ICI's Talkgroup Regional-3. Acting Project Manager Page further stated that of course this works perfectly, if each of the radios on both sides of the conversation have these sixteen (16) Talkgroups, which is why the Authority's technical team can do one better.

Acting Project Manager Page explained that for ease of operation, the Authority has the ability for the dispatchers on both sides of the link to patch talkgroups together. Acting Project Manager Page mentioned that this would allow the Authority to use Talkgroups that are already programmed in fielded radios, and through Standard Operating Procedures (SOP), linking these existing Talkgroups together across the systems. Acting Project Manager Page went on to provide an example, such as a dispatcher on LA-RICS patches LASD South Los Angeles Local Tactical (LTAC) team to Regional-2, and a dispatcher at Torrance Police Department (PD) then patches Torrance PD TAC-4 to Regional-2 on the ICI system, and immediately, there are deputies on South LA LTAC talking seamlessly to Torrance PD officers on their tactical channel.

Acting Project Manager Page stated the next step has yet to be codified, but the Authority is looking at the impacts of a couple of different things. Acting Project Manager Page said that for example, the Authority can have a permanent



connection for LACoFD Dispatch, and that way, Fire Mutual Aid users on the ICI system can maintain situational awareness of activity on that Talkgroup, or the Authority might choose to put the Aero Bureau Dispatch Talkgroup on the ISSI. Acting Project Manager Page went on to say that while it will be available to users, the Talkgroup is still encrypted and considered secure. Acting Project Manager Page believes the Authority might also consider a radio tech Talkgroup so System Managers have an immediate way to talk to one another in the event of a system-wide issue. Acting Project Manager Page believes that while there are some limitations, the limit is really dependent on the imagination of the user and how the process is used. Acting Project Manager Page stated that all requests of this nature are completely vetted by both Technical and Operational staff of both LA-RICS and ICI, and have to go through the Change Management process before they are implemented, as per the SOP requirements.

January Focus Items

Acting Project Manager Page stated that this month the Authority has final audits with the teams at the MCI site for Final System documentation, the Authority continues with the Closeout Books to get them done before DTVRS comes online in March 2023, as well as the Authority continuing to work on the power design for GRM with DWP and State Parks, which is all in preparation for a March cutover of the DTVRS.

Acting Project Manager Page further stated the Authority would also be keeping a close eye on the NMDN 1 cutover to make sure the subsystem continues to operate without issues.

This concluded the presentation and report on Agenda Item E by Acting Project Manager Page. There was no further discussion.

F. Joint Operations and Technical Chair's Report – None

G. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (H – I)

H. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Technical Lead Ted Pao provided an update on the Federal Communications Commission (FCC), stating there are still no changes to the two (2) Tejon Peak (TPK) license applications, which are the Narrowband Mobile Data Network (NMDN) and for the Analog Conventional Voice Radio System (ACVRS). Technical Lead Pao stated there was no further update from County on the timeline for the approval of the two (2) licenses.



Technical Lead Pao said that in respect to interference issues, as reported to the Board last month, the Authority received the interference reports from MSI for the Criminal Court Building (CCT), Mount Disappointment (MDI), and Signal Hill (SGH). Technical Lead Pao went on to say there was additional information provided in a report by MSI's vendor and the Technical staff would be engaging with MSI and its vendor on the next step to resolve interference.

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

I. Outreach Update – Lieutenant Robert Weber

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

Operations Lead Weber reported that Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) have been working diligently on the migration of TalkGroups to the "NICE" logging recorder system. Operations Lead Weber stated that this planning is an integral part of the overall system testing plan for LASD's stations throughout the County in 2023. Operations Lead Weber mentioned that in early December the Authority team worked with LASD to start full unit testing with the LASD's Community College Bureau. Operations Lead Weber further reported the system received very favorable comments from their staff. Operations Lead Weber shared that system metrics from the testing would be shared with the LASD's CFMB staff. Operations Lead Weber went on to say that LA-RICS staff is still evaluating the metrics from the test, however, the system performed very well. Operations Lead Weber shared that Authority staff and LASD are planning to conduct full station testing at several stations in the early part of 2023, with full migration scheduled for March of 2023.

Operations Lead Weber went on to report that Authority staff continues to work with the City of Inglewood Police Department regarding ongoing SoFi Stadium events and the early onboarding process. Operations Lead Weber stated the intent is to conduct full Department testing with them in the very near future with a goal of early 2023. Operations Lead Weber expressed that Authority staff worked closely with the LASD's Emergency Operations Bureau and the City of Pasadena regarding the 2023 Rose Parade and Rose Bowl events. Operations Lead Weber stated that this marked the second time the full LA-RICS system has been tested at the Rose Parade and Rose Bowl events. Operations Lead Weber believed, that as expected, the system performed very well and received several favorable comments.

Operations Lead Weber concluded by saying that Authority staff members have continued close contact with our State and Federal partners to ensure



interoperability during major events and to further collaborate on regional public safety communication.

This concluded the update on Agenda Item I. Operations Lead Lt. Weber asked if there were any questions. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (J)

J. APPROVE AMENDMENT NO. 109 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

Administrative Deputy Orellana-Curtiss presented Agenda Item J, Amendment No. 109 to the LA-RICS Agreement with MSI for the build of the LMR System.

Administrative Deputy Orellana-Curtiss reiterated what Executive Director Edson stated in his report, this Amendment includes two (2) items the Authority asked the Board approve. Administrative Deputy Orellana-Curtiss stated that 1.a, was to incorporate costs related to Phase 1 permitting work at Topanga-RELAY (TOP-RELAY) site totaling \$2,379. Administrative Deputy Orellana-Curtiss went on to explain that 1.b was to adopt the updated IMS, which updates the Subsystem Acceptance dates, among other things, and continues to reflect the System completion date of October 2023.

Administrative Deputy Orellana-Curtiss asked the Board authorize the corresponding increase to the Maximum Contract Sum in the amount of \$2,379. Administrative Deputy Orellana-Curtiss went on to ask the Board to delegate authority to the Executive to execute Amendment No. 109, which is substantially similar to the document in the Agenda Packet, as well as issue any corresponding Notices to Proceed related to this Amendment.

Administrative Deputy Orellana-Curtiss mentioned the background Executive Director Edson provided regarding the TOP-RELAY permit reconciliation work, which is \$2,379 payable to MSI for completion of certain permitting work they have confirmed and completed for the TOP-RELAY site. Administrative Deputy Orellana-Curtiss concluded by saying the second item was the acceptance of the IMS, which reflects the actualized realized date of the NMDN Phase 1 acceptance that occurred on December 15, 2022, and the remaining Subsystem Acceptance dates through the Final System Acceptance date which remains to be October 2023.

Alternate Board Chair Yanagi asked if anyone had any questions, comments, or concerns with Agenda Item J, if not, he then asked for a motion to approve.



Board Member Povero motioned first, seconded by Alternate Board Member Rodarte.

Ayes 7: Luke, Forman, Yanagi, Tadeo, Ambrose, Rodarte, and Povero.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:21 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).

The Board returned from Closed Session at 9:27 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting. Board Member Povero motioned.

Alternate Board Chair Yanagi adjourned the Regular Board Meeting at 9:28 a.m., and stated the next Regular Board Meeting would be held on Thursday, February 2, 2023, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD OF DIRECTORS REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, February 2, 2023 • 9:00 a.m.
Conducted via Microsoft Teams Meeting

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency, County of Los Angeles Department of Health Services

Vincent Capelle, Fire Chief, Los Angeles Area Fire Chiefs Association

Mark Alexander, City Manager, California Contract Cities Association

David Povero, Police Chief, City of Covina Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

Leslie Luke, Deputy Director, Office of Emergency Management, County of Los Angeles Chief Executive Office

Frank Forman, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

Cardell Hurt, Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Susy Orellana-Curtiss, LA-RICS Administrative Deputy

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Brian Solinsky, Police Chief, Los Angeles County Police Chief's Association

Vacant, City of Signal Hill Police Department



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

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the Regular meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. January 5, 2023 – Regular Minutes

Agenda Item A

Alternate Board Chair Yanagi asked the Board if there were any corrections or clarification to the attached minutes to the Regular meeting on January 5, 2023. There were no corrections or clarifications, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Board Member Richard Tadeo.

Ayes 5: Luke, Forman, Yanagi, Tadeo, and Povero.

Abstained 2: Alexander and Hurt.

Since there were not 6 Aye votes, the minutes will be brought back to the next Board meeting for approval.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR (B)

B. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS



Alternate Board Chair Yanagi asked for a motion to approve if there were no question regarding the Consent Calendar Agenda Item B.

Board Member Luke motioned first, seconded by Board Member Povero.

Ayes 7: Luke, Forman, Yanagi, Tadeo, Alexander, Povero, and Hurt.

MOTION APPROVED.

VI. REPORTS (C - F)

C. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and stated that one month into 2023 has led to a good start, with hopes of an even better remainder 2023, especially given the project is getting closer to going live. Executive Director Edson shared that since the last Board meeting the Authority's Program Manager, Steve Page, has left Jacobs Project Management Co. (Jacobs) for a new position with Orange County. Executive Director Edson expressed that Mr. Page was a tireless worker and great team player who will be missed, and the Authority wishes him the best with his new employer. Executive Director Edson said the Authority was currently assessing replacement of the Program Manager position and would report back to the Board once a decision was reached.

Executive Director Edson thanked everyone for their continued support as the Authority wraps up the final months of the LA-RICS system deployment. Executive Director Edson stated that in anticipation of the ending of AB 361, the Authority has held this meeting in an effort to make the final finding which would allow the Authority, if needed, to hold remote meetings prior to resumption of in-person meetings in March 2023. Executive Director Edson said the Authority has secured the previously used meeting venue at the County of Los Angeles (County) Sheriff's Department (LASD) Scientific Services Bureau, Hertzberg Davis Forensic Science Center Crime Lab, which he looks forward to welcoming the Board and public at the in-person LA-RICS Board meeting on March 2, 2023.

Executive Director Edson reported the weather over the last couple months have been good for the region, with the most rain in over a decade, but bad for LA-RICS. Executive Director Edson stated that a couple sites run on generators as primary power because fires eradicated the power source at sites last year. Executive Director Edson went on to say that this winter weather has made it difficult to ensure the generators were refueled. Executive Director Edson said that in addition, the weather has washed out many roads, some of which the Authority repaired after the first weather system hit, and with the storms that followed certain roads are now in dire condition.



**BOARD OF DIRECTORS REGULAR MEETING MINUTES
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM**

Executive Director Edson thanked the County of Los Angeles Fire Department (LACoFD) for their assistance in clearing many of the fire roads up to the Authority sites, LACoFD has done a phenomenal job and has assisted multiple times. Executive Director Edson also thanked the LASD and the County Internal Services Department (ISD) who have both been a great help when it comes to road clearing for access, as well as generator re-fuel, repair, and maintenance. Executive Director Edson stated that ISD staff has also assisted the Authority with their fueling contracts for Burnt Peak 1 (BUR1) and Green Mountain (GRM) sites.

Executive Director Edson shared that he received reports in which some of the roads were damaged so extensively, they will need to be rebuilt in areas that failed entirely. Executive Director Edson said that many of the roads are shared by the United States government, the State, and other local agencies. However, Executive Director Edson said that none of the agencies have taken action to coordinate or implement these critically needed repairs. Executive Director Edson shared the Authority is coordinating a meeting to discuss a cost sharing plan with these agencies as it is everyone's best interest of all to ensure that sites are accessible for maintenance. Executive Director Edson hopes to have the meeting in the next week or two (2) at the most. Executive Director Edson further reported that repair of roads, the generators, and now the rebuilding of roads, are costly and could quickly drain the Authority's contingency fund. Executive Director Edson expressed that is why the Authority is aggressively pursuing a cost-sharing model. Executive Director Edson stated that more importantly, the Authority needs to get the roads resolved quickly for the safety of the public, especially since the intent is still to go-live in October 2023.

Executive Director Edson stated that Motorola Solutions, Inc. (MSI) has the ability under contract to profit for its assistance with the road clearing, when needed and requested, and they have done so in the past. However, Executive Director Edson reported that at this juncture, MSI has out right refused to provide those much needed resources, causing the Authority a delay and having to bring on new contractors to repair the roads. Executive Director Edson further stated that at the same time, MSI has warned the Authority the schedule may push out unless the Authority provides them access to these roads to finish optimization and testing. Executive Director Edson expressed that fortunately, the team has improvised, thus far, by utilizing alternate access routes and clearing roads via other service providers.

Executive Director Edson said that due to the damage at the GRM road site, specifically, the Digital Trunked Voice Radio Subsystem (DTVRS) West Cell optimization was not able to start one (1) week early as MSI had planned, but instead started yesterday, one (1) week later than the scheduled start date. Executive Director Edson went on to say that because this is a critical path activity, it would likely extend the planned Final System Acceptance date by one (1) week, unless the activity finishes sooner than forecasted. Executive Director Edson



believes that even with that time lost, the program will still keep the Final System Acceptance within the month of October 2023.

Executive Director Edson reported that with the loss of the Authority's Program Manager, Program Director Justin Delfino would be presenting the Program Manager's Report immediately following this report. After the Program Director's Report (Agenda Item D) would be the Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment reported by Technical Lead, Ted Pao (Agenda Item G); followed by an Outreach Update by Operations Lead Lieutenant Robert Weber (Agenda Item H); and ending with a report on Statement of Receipts & Disbursement for AT&T Business Agreement Fund for Public Safety Broadband Network by Susy Orellana-Curtiss (Agenda Item I).

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

D. Program Manager's Report – Justin Delfino

Program Director Justin Delfino greeted the Board and presented Agenda Item D.

January Successes

Program Director Delfino provided the January 2023 highlights and stated that Narrowband Mobile Data Network 1 (NMDN1) remained online and the infrastructure withstood abnormally high winds and heavy rain events. Program Director Delfino stated that this goes back to the design parameters for the public safety grade, which was an issue during design. Program Director Delfino stated there were complaints about having to take it to such a high standard, and having to ensure the Authority looked at the sustained wind speeds, as well as gust wind speeds that have been experienced during the month of January 2023. Program Director Delfino further stated that there were some reported winds in some of the areas in which the Authority has some of these towers in areas where winds reached a hundred (100) miles an hour speeds. Program Director Delfino went on to say that of course having that high standard reduces deflection and ensures the towers remain standing. Program Director Delfino reiterated what Executive Director Edson previously mentioned, that generators gave the Authority some trouble in January 2023 at sites GRM and BUR1, but was pleased to report that within the same month they were back on with the assistance of County and other agencies.

Program Director Delfino expressed that over the course of the program, there have been standing periods in which there was schedule dispute. Program Director Delfino believes that at this point, both MSI and the Authority are in agreement, with the target of milestones and finish date, and for that reason the Integrated Master Schedule (IMS) was approved and as well as work being performed based on it on



the approved version, which MSI has been tracking the dates on the schedule since then has was updated on January 10, 2023DD. Program Director Delfino further reported that MSI has been working for the most part working fairly close with the dates identified in that schedule, certainly with the milestone dates. Program Director Delfino said that it was encouraging that MSI and the Authority are both in agreement at this point in the program.

Program Director Delfino said the Authority received a report from Southern California Edison regarding the planned BUR1 area solar plant, which would be completed within the Quarter Four 2023 timeframe, meaning the power plant would be online in October 2023. Program Director Delfino went on to say the intent is to utilize solar and propane systems to energize each of the installations on the BUR1 site with normal power, LA-RICS' installation included, would benefit the Authority.

Program Director Delfino shared with the Board that outreach efforts have been ramping up as law enforcement agencies in the region have expressed serious interest since knowing the NMDN1 site is up and the 700 MHz system is rapidly close to its debut.

January Challenges

Program Director Delfino expressed that generator repairs and emergency refueling events/challenges has been one of the major focuses of the month. Program Director Delfino reiterated what Executive Director Edson mentioned, the 700 MHz and UHF MHz optimization are critical path activities to complete the West Cell and make sure the ensuing or following subsequent activities can start on their planned dates. Program Director Delfino would later provide photos of the GRM site to provide insight as to how severe some of the roads were damaged.

Program Director Delfino reported that MSI's performance of the water intrusion corrective work they are currently working on versus the particularly severe winter weather the region is having, it is a juxtaposition to work on building enclosure, when products being used may be temperature sensitive and affected by the weather or effects of the weather. Program Director Delfino went on to say that not only does the weather make it difficult to access the sites, but also to work on the building enclosure when experiencing a lot of winter weather. Program Director Delfino shared that both parties have formally agreed that corrections would be completed prior to the final system acceptance milestone.

Program Director Delfino discussed staffing changes, as Executive Director Edson previously mentioned, Mr. Steve Page has left the program which is a significant staffing change as he held a prominent role in the program, spending over four (4) years on the program, made substantial contributions, and was really a key player. Program Director Delfino expressed his well wishes for him well in his new endeavor.



Program Director Delfino went on to present slides showing the devastating damage done to the roads at some of the sites.

Program Director Delfino talked about the Portal Ridge (PRG) site as he displayed the slide that was taken on January 12, 2023, in which it showed the water accumulation and damage. Program Director Delfino expressed the Authority's concern as to the integrity of the anchors that are responsible for holding down the equipment rack. The Authority hopes to avoid any corrosion taking place or high humidity that could possibly cause damage to the equipment. Program Director Delfino further spoke about the road that had deep ruts and many loose rocks that could cause damage to wheels and tires, and with such huge ruts could cause vehicles to overturn. Program Director Delfino reported that MSI was able to clean up the road.

The following slide Program Director Delfino showed was the substantial loss and avulsion of the paved portion of the primary access road at the Magic Mountain Link's (MML) site which is not something easily repaired. Program Director Delfino said the Authority is investigating to what extent repairs are needed to make the roads safe enough to traverse.

The next slide shown by Program Director Delfino was for Mount Lukens 2 (MTL2) primary access road is the last part of the road which had a section of about 500 feet of road that was washed out. Program Director Delfino said that fortunately for both MML and MTL2, the team was able to provide alternate access routes for both sites, which MSI was able to use to access the sites.

The last slide shown at Green Mountain (GRM) by Program Director Delfino was to show that the Authority had to deal with rushing water that could cause significant avulsion and lost the primary path preventing vehicle access.

LA-RICS Site Map

Program Director Delfino went on to discuss the slide on Site Map for Phase 2 and said the blue dots represented pins indicated where site projects were located, which have all been constructed and substantially complete. Program Director Delfino shared there are no new construction sites that need to take place and all plan sites have been built.

February Focus Items

Program Director Delfino reported the Authority is finalizing Closeout Books with priority focused on DTVRS sites, with a working group that has been established between LA-RICS and MSI to review the quantity and type of deliverables in an effort to streamline the process ensuring efficiency.



Program Director Delfino said that resolving permanent power at GRM is still high on the To-Do list, because obviously running a generator nonstop is costly. Program Director Delfino stated that in addition, there is also a deep desire to get the resident generator commissioned and operational.

Program Director Delfino mentioned that preparations for the DTVRS cutover are scheduled to start March 9, 2023. Program Director Delfino also mentioned that planning for a DTVRS system bridge warranty is also on the Authority's high priority list prior to the start of the DTVRS cutover. Program Director Delfino further mentioned that increasing of capability and compatibility between the LA-RICS system and the LASD systems are also on the priority list (e.g. essentially tying in together of the logging recorder systems to ensure crossover compatibility).

Program Director Delfino said that MSI sent to the Authority correspondence reporting that of the ten (10) sites that were inaccessible in January 2023, eight (8) sites were resolved. Program Director Delfino further said the remaining two (2) sites which continue to experience difficulties are Grass Mountain (GMT) and Whitaker Middle Peak (WMP). Program Director Delfino stated that both sites still require a solution, which the team is actively working what means and methods can be implemented to gain access to those locations. Program Director Delfino also mentioned that East Sunset Ridge (ESR) road was cleared with the help of a neighboring county.

Program Director Delfino shared that MSI's completion of microwave adjustments at Compton Court Building (CCB) and select over water shots which is important to the integrity of the backhaul system which both MSI and the Authority recognize, with the expectation of it being resolved in the next couple of weeks.

Program Director Delfino concluded by reporting on the Budget and schedule management, which is a primary focus for the month. Program Director Delfino said that typically when discussing a stationary project such as an infrastructure project like a hospital, courthouse, or warehouse; those static projects have a bell curve where costs escalate up to the mid-point of construction by about half a percent (0.5%) a year with a decline on the bell curve where costs and risks taper down. Program Director Delfino said that in this particular development of this network, what is seen is that all of the sites are so geodiverse and because some of them, approximately about thirteen (13) of them use forest roads to access the sites, presents new challenges. Program Director Delfino further said this is the reason for looking into cost sharing models were LA-RICS does not take on the cost liability for road damage all on its own and can share it amongst the other users on the site. Program Director Delfino said the risk profile being looked at still has some expected risks of decline, there are still some elements of risk due to the nature of the program, as well as the way the sites are being spaced out the way that they are.



This concluded the presentation and report on Agenda Item D by Acting Project Manager Page. There was no further discussion.

E. Joint Operations and Technical Chair's Report – None

F. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (G – I)

G. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Technical Lead Ted Pao provided an update on the Federal Communications Commission (FCC), that during the weekly working group meeting with ISD, LA-RICS inquired as to how the County is following up with the FCC on the two (2) outstanding license applications for [Tejon Peak (TPK)], as they have been impending status for the Narrowband Mobile Data Network (NMDN) and for the Analog Conventional Voice Radio System (ACVRS). Technical Lead Pao expressed the Authority's concern over the possibility of the FCC mandating certain antenna patterns in order to issue a license, as they previously did for the DTVRS license, which was for the same TPK site. Technical Lead Pao mentioned that ISD would engage with the County outside FCC Counsel on this request for inquiry and return to the working group with its findings.

Technical Lead Pao reported on interference issues and said the spectrum working group continues to monitor the interference that may be impacting existing County operations and future LA-RICS operations. Technical Lead Pao further reported that due to the variability of the atmospheric conditions, which impact the intensity of the interfering signal, long-term monitoring is needed to accurately characterize how the interference impacts operation. Technical Lead Pao concluded by saying that a snapshot of short-term duration does not truly reflect long-term impact. Technical Lead Pao expressed LA-RICS' appreciation of ISD's efforts in this important step.

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

H. Outreach Update – Lieutenant Robert Weber

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

Operations Lead Lt. Weber reported that throughout the month of January 2023, Authority staff and personnel from the County of Los Angeles (County) Sheriff's



Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted field testing at the majority of the LASD's East and North Patrol Division stations. Operations Lead Lt. Weber further reported that as of January 2023, the Authority staff and LASD have been able to conduct full station testing at several stations including Industry, Walnut, San Dimas, and Temple Sheriff's stations. Operations Lead Lt. Weber shared that system metrics from the testing would be shared with the LASD's CFMB staff. Operations Lead Lt. Weber shared that system performance went well, as LA-RICS staff continues to evaluate testing metrics.

Operations Lead Lt. Weber reported that on January 19, 2023, Authority staff worked with Inglewood Police Department personnel to conduct field testing in the City of Inglewood. Operations Lead Lt. Weber stated that system metrics from the testing would be shared with the Inglewood Police Department communications staff. Operations Lead Lt. Weber stated that as LA-RICS staff further evaluates the metrics from the test, it can be reported the system performed well, thus far.

Operations Lead Lt. Weber shared that on January 19, 2023, Authority staff conducted outreach to the City of Duarte, Temple City, and the City of Lancaster. Operations Lead Lt. Weber mentioned they are all evaluating their communications needs and the possibility of using LA-RICS. Operations Lead Lt. Weber went on to say that Authority staff would work closely with these cities to ensure their needs are met.

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

This concluded the update on Agenda Item H. Operations Lead Lt. Weber asked if there were any questions. There was no further discussion.

I. Statement of Receipts & Disbursement for AT&T Business Agreement Fund for Public Safety Broadband Network – Susy Orellana-Curtiss

Administrative Deputy Susy Orellana-Curtiss greeted the Board and presented Agenda Item I, which provided a statement of the uses of the AT&T, Inc. (AT&T) Business Agreement fund, which funds the Member Funded Operations in line items within the Adopted Budget.

Administrative Deputy Orellana-Curtiss was happy to report that statements are in accordance with the Adopted Budget through the period ending of December 31, 2022. Administrative Deputy Orellana-Curtiss reported the Board is under budget and projected to deplete Business Agreement funds in April 2023, instead of the forecasted February 2023.



Administrative Deputy Orellana-Curtiss concluded the update on the Receive and File Agenda Item I. There was no further discussion.

Agenda Item I

VIII. ADMINISTRATIVE MATTERS – NONE

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:25 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).

The Board returned from Closed Session at 9:33 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting. Board Member Povero motioned.

Alternate Board Chair Yanagi adjourned the Regular Board Meeting at 9:35 a.m., and stated the next Regular Board Meeting would be held on Thursday, March 2, 2023, at 9:00 a.m.

EXECUTIVE SUMMARY

MARCH 2, 2023

LMR UPDATE

■ Phase 2 – Construction Activities

- ✓ All sites have completed construction. The MCI site has suffered further delay in the delivery and installation of the Automatic Transfer Switch (ATS). MSI has reported that this is due to manufacturer supply chain delays. The equipment is now planned for delivery and installation at the end of February 2023. Motorola Solutions Inc., (MSI) is still performing some alterations to sites such as antenna adjustments and building envelope corrections to keep water out of shelters which will be monitored and must be completed prior to the Final System Acceptance Milestone in October 2023.
- ✓ MSI has verbally reported that the 700 MHz and UHF West Cell Optimization finish date could possibly be impacted by a one week loss in productivity, due to the GRM site generator running out of fuel when the road was inaccessible due to landslide damage caused by heavy rains in January 2023. MSI has committed to provide its best efforts to recover the time, if possible and anticipates that the next schedule update may contain a forecasted finish date one week beyond the accepted finish date of October 19, 2023.
- ✓ Below is a breakdown of the current status for Green Mountain (GRM) and Burnt Peak 1 (BUR1) sites regarding power connections that are classified as Phase 2 scope that could not be performed as planned due to extenuating circumstances:
 - LA-RICS has a meeting scheduled with State Parks representatives on February 21, 2023, to learn the final disposition of State Parks for the planned power upgrades needed for GRM site. BUR1 site received a report by Southern California Edison on January 11, 2023, that the solar/ propane power plant is planned to be operational Quarter Four 2023.

■ Phase 4 – Optimization and Closeout

- ✓ The DTVRS is complete with all thirty-three (33) cells on the air which is comprised of fifty-eight (58) physical sites, and only the West Cell remains to complete optimization which is planned to complete by the end of February 2023.
- ✓ The plans for cutting over users are being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles (County) Sheriff's Department (LASD), County Fire Department (LACoFD), and Authority staff, with representation from MSI. The current planned start date for cutover to DTVRS is March 9, 2023.
- ✓ With the completion of the final Phase 4 site audit walk, all of the Phase 4 Closeout Books (COBs) are being worked on jointly between MSI and LA-RICS and the

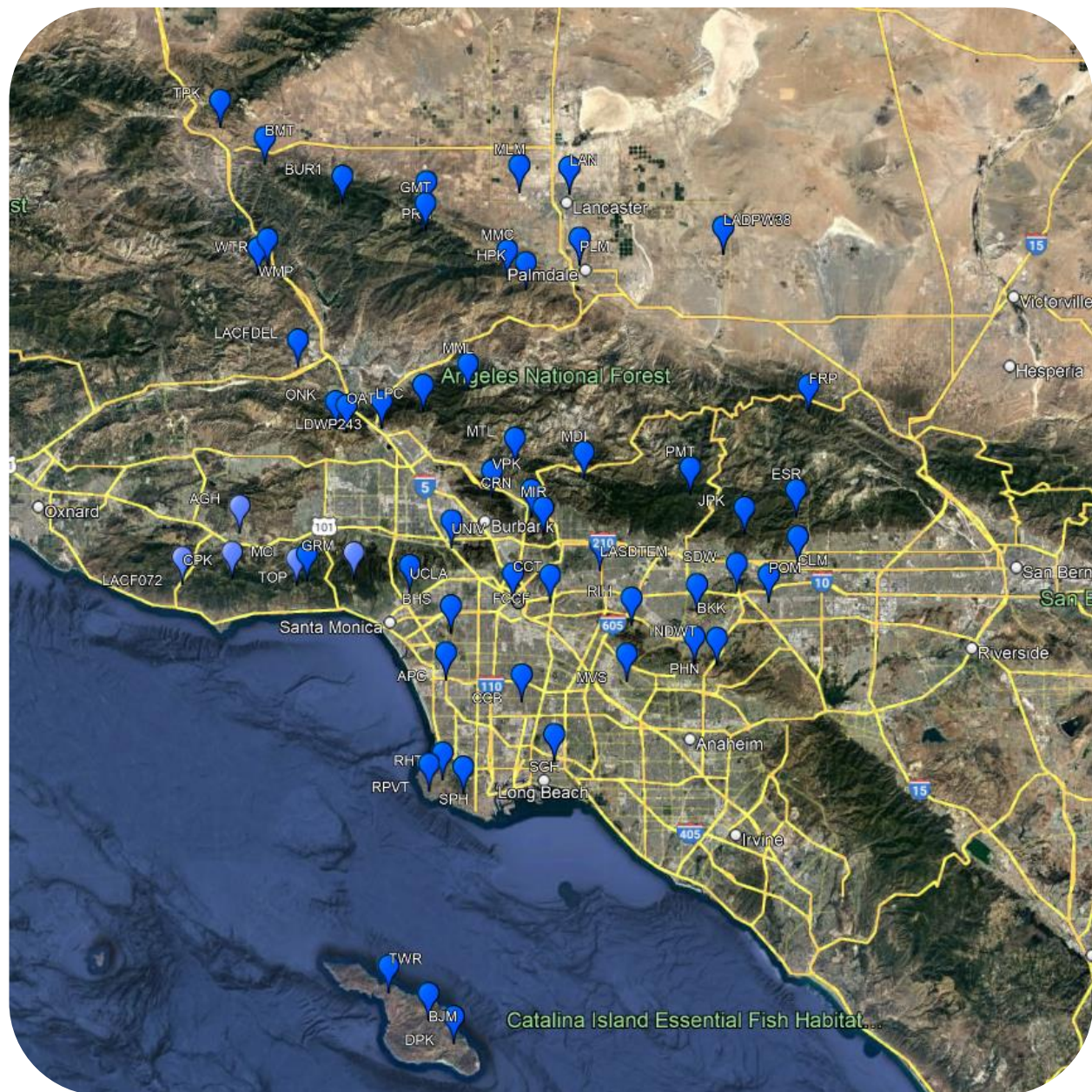
EXECUTIVE SUMMARY

MARCH 2, 2023

effort with Phase 4 documentation is nearly complete. Phase 2 documentation, however, is lagging behind and LA-RICS has identified several examples where the submitted Record Drawings contain inaccuracies. MSI relied heavily on its Design Build partner Pyramid Network Services, whom with MSI has struggled with meeting the document control requirements of the contract, such as with regular as-built submissions that would ensure accuracy of Record Drawings at the end of the build-out. LA-RICS and MSI are struggling to reach agreement on a remedy since LA-RICS believes it is entitled to receive accurate documentation per the Contract, while MSI believes it has fulfilled its obligations. The Teams will strive to resolve this issue as quickly as possible and the goal is to come to resolution prior to the start of the Digital Trunked Voice Radio Subsystem (DTVRS) cutover.

MARCH 2, 2023

LMR SITES



EXECUTIVE SUMMARY

MARCH 2, 2023

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced/ Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000	\$35,000,000	\$-	12/31/22
UASI 21	\$2,000,000	\$2,000,000	\$1,835,890	\$-	5/31/24
UASI 22	*\$11,688,338	\$4,178,750	\$2,205,052	\$7,509,588	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$0	\$-	\$-	\$0	5/31/27
SHSP 22	\$3,520,000	\$-	\$-	\$3,520,000	5/31/25
SHSP 23	\$1,760,000	\$-	\$-	\$1,760,000	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
State Budget Act of 2022 Funds	\$18,600,000	\$-	\$-	\$18,600,000	6/30/25
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Moved \$6,688,338 to UASI 22 from UASI 23 and 24 based on approved project swaps with County Fire and Sheriff

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. All sites in both the LMR and LTE augmentation 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

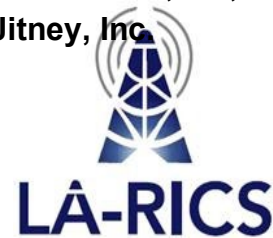
Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc., Brandow &
Johnston

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



Monthly Report No. 130

March 2nd, 2023

Submitted February 23, 2023

Reporting Period: 01/18/2023 – 02/15/2023

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AGENDA ITEM D

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration to LA-RICS to meet milestone cut-over dates established in the approved IMS.
 2. Ensure internal LA-RICS operational aspects are in place.
 3. Develop and Implement Policies as determined by the operations contributors.

Special Events

- No new activity.

LMR UPDATES

Environmental Update

- We anticipate the potential need for environmental monitoring for the installation of the power infrastructure from LADWP at the GRM site, which is not yet scheduled.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,748 persons as of January 11, 2023, this was the last training session during the period.

Phase 1: Permitting Support

- The final building permit for the MCI site was issued on May 19, 2022. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MCI, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOP, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR), representing 58 Program sites.

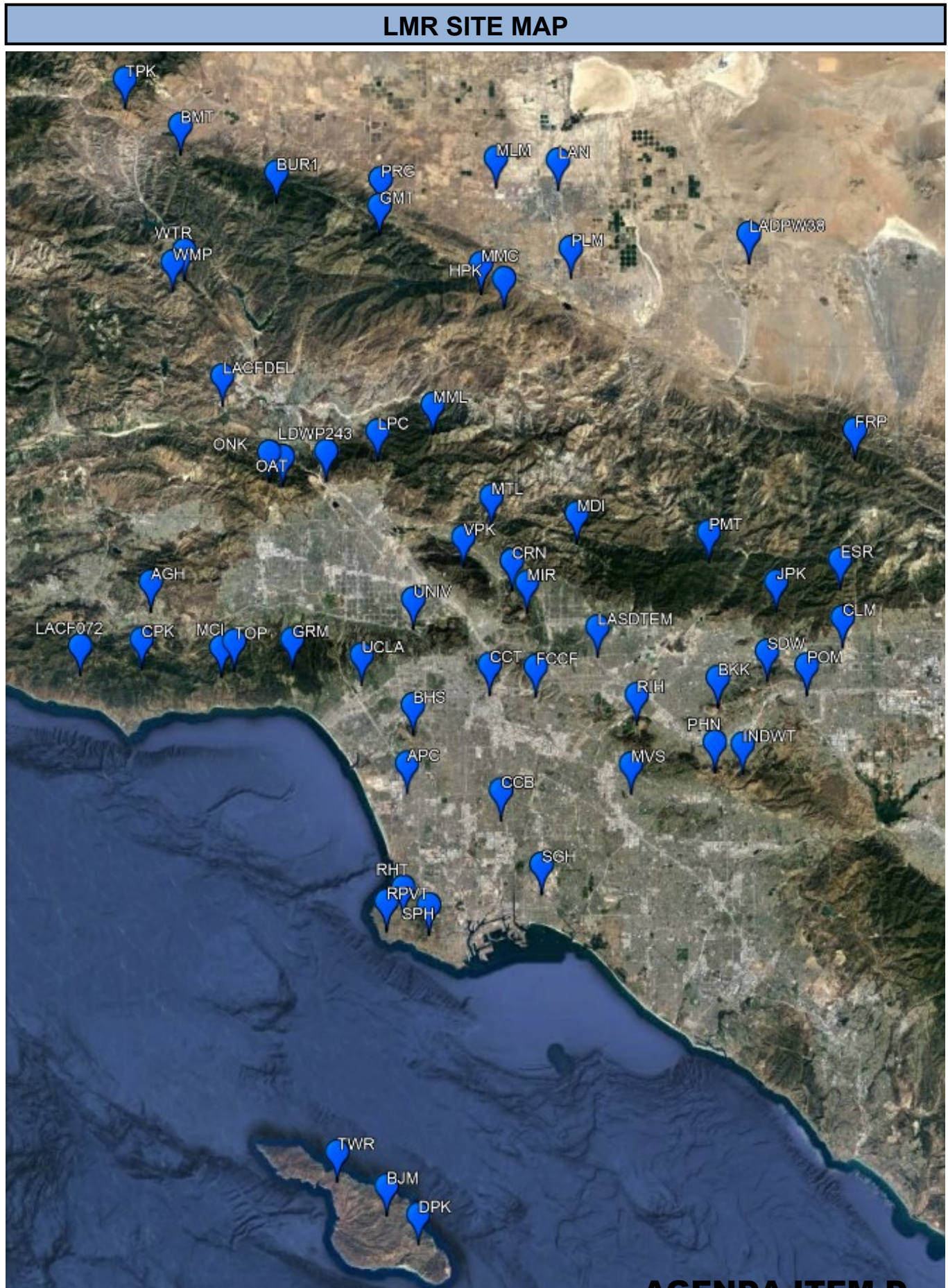
Phase 2: Site/Civil

- All Site Access Agreements (SAA's) are executed and active.
- 58 sites have been constructed and tested through Ph4a.
- 56 sites have commercial power, this includes MCI, where LA-RICS took over the existing 200-amp service on site and upgraded it to 400 amps through Southern California Edison. Of the 2 remaining sites pending commercial power, 2 (BUR1 and GRM) sites are running on diesel generators as an interim solution. In the months of December, January, and February 2023 the generators have suffered from cold temperatures causing the fuel to gel. In addition, heavy rains caused damage to the access roads resulting in one week of delay at the GRM site, since West Cell 700 and UHF optimization activities are on the critical path.
- The current IMS update (data date 1/10/2023) shows a final system acceptance date of October 19, 2023. However, MSI has reported that due to the one week of delay at GRM caused by heavy rain, the Final System Acceptance milestone may be pushed out by one week, but only if the time cannot be recovered during the optimization activity.
- Motorola's continues to make progress on the submission of Contract required closeout materials that are packaged as "Closeout Books." The teams meet multiple times per week to verify that the required documentation is provided as well as to iron out discrepancies between the physical installation and record drawings that have been submitted. This subject has caused both parties grief in the month of February since the Authority seeks to receive completely accurate record drawings as described in the Contract and has spent the twenty (20) review duration sorting through red lined drawings to validate that all field changes were correctly documented on the record drawings. MSI contends that the Authority should simply accept what it receives with very limited review, despite acknowledgement that some of the submitted materials contained errors, or omissions. The teams will continue to work toward a resolution since the Agreement requires that the closeout documentation is provided prior to system cutover for DTVRS sites, while at least six (6) of the sites have not yet been submitted to the Authority for review. The parties have exchanged formal correspondence on the matter in the month of February.
- For power at the GRM site, the final versions of both the overhead and underground power delivery plans were evaluated by State Parks. There is another meeting with State Parks set to occur on 2/21/2023 to discuss the matter further. The LA-RICS Authority has also contacted the power company LADWP to learn if any other possible options may exist to connect power, since the generator usage is costly, and the site needs the benefit of the back-up power source that will be commissioned once normal utility power is connected.
- The BUR1 site also continues to operate using a rented diesel generator, since Southern California Edison (SCE) has not yet repaired its utility distribution serving the immediate area of the project. On January 11th, 2023, SCE did hold a stakeholder meeting to provide updates on the status of the planned solar/propane energy distribution plant. SCE indicated that they are currently in the process of getting the geotechnical exploration permit from the United States Forest Service and plans to design and build the power plant by November 2023.
- There are no recordable safety issues to report on in this period.

Phase 4: Network

- Focus of the Ph4 effort is now set on monitoring the performance of the active NMDN1 system as well as preparing for the cut-over of the digital trunked network that is planned to start on March 9th, 2023. The Team is also focused on Site Audits and Close Out Book (COB) activities related to compiling of the data followed by review and approval of the items submitted. Motorola continues to work through the challenge of submitting complete and accurate documentation in the COBs since some antenna locations were changed slightly from plan during construction for example. That said, the documentation provided for the Ph.4 work has been reviewed and accepted much faster than the Ph.2 documents, due to fewer discrepancies. MSI appears to be on track for to have submitted all of the Ph.4 documentation submitted and reviewed by the Authority prior to the DTVRS cutover. Regarding microwave dish movement at several coastal sites, MSI has reported that the changes are necessary to provide a more resilient and reliable backhaul system. MSI will have the majority of the microwave dish adjustments completed by the end of February, but has reported struggle at two (2) locations CCB and FRP. At CCB MSI installers have to obtain concurrence from their structural engineer that the install method performed by the installers is suitable in lieu of the originally planned method. Once MSI receives this concurrence the corresponding drawing details will be updated and issued to the field for inspection. At FRP MSI has indicated that due to ice, snow and heavy wind events some of the lines and antennas have been damaged and need to be serviced, including the microwave link that was has been repaired once already due to the winter weather. MSI has reported to the LA-RICS Team that it must provide a snowcat vehicle to access the site in March and start the work that could take between 2 weeks and 1 month depending on the weather conditions. MSI explains that this work must be completed by April 4th so that the analog layers can begin optimization and proceed on schedule. The LA-RICS team has reached out to the necessary stakeholders to coordinate and plan for MSI to start the work at the snow covered site and plans to secure a snowcat vehicle that is suitable for this untimely repair work that could have been completed before the snow season.
- System interference on Ch. 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.
 - The coordination between LACoFD, LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Digital Trunk Voice Radio System (DTVRS), and Analog Conventional System (ACVRS), particularly.

The LMR Site Map is shown below.



AGENDA ITEM D



**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

March 2, 2023

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

The purpose of this discussion item is to update your Board on the radio spectrum issue for the Land Mobile Radio System (LMR) system, as well as frequency licensing issues impacting the LMR deployment.

TP:mbc

AGENDA ITEM G



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

March 2, 2023

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Weekly Outreach Meeting	02/06/23
County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) Field Testing	Ongoing in February
City of Lakewood Outreach	02/09/23
City of Bellflower Outreach	02/15/23
City of Long Beach Outreach	02/15/23

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

During the month of February 2023, Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted field testing at all the LASD's South Patrol Division stations. As of February 2023, the Authority staff and LASD's Department have been able to conduct full station testing at several stations including Santa Clarita Valley, Crescenta Valley, Altadena, Palmdale, Lancaster, Lakewood, Cerritos, and Marina Del Rey Sheriff's stations. The system metrics from the testing will be shared with the LASD's CFMB staff. Authority staff is still evaluating the metrics from the test; however, the system performed very well.

AGENDA ITEM H

Authority staff conducted outreach to the cities of Lakewood (February 9, 2023) and Bellflower (February 15, 2023), as well as Long Beach State College (February 15, 2023). They are all evaluating their communications needs and the possibility of using LA-RICS. Authority staff will work closely with these agencies to ensure their needs are met.

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

RJW:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

March 2, 2023

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

Dear Directors:

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

SUBJECT

Board approval is requested to increase the previous Board delegation from \$100,000 to \$260,000, and to delegate authority to the Executive Director to share in road repair work costs with private entities as well. The full requested delegation would allow the Executive Director to share in road repair costs with both public or private entities at Land Mobile Radio (LMR) System sites where the public or private entity performs the work either in-house or procures road repair services via competitive bid or emergency processes managed by the public or private entity, such that the Authority and its contractors can continue to secure safe access to LMR System sites, for a not-to-exceed aggregate amount of \$260,000, with such costs being memorialized via a Memorandum of Understanding (MOU) or other mutually agreed-upon document.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Delegate authority to the Executive Director to share in future road repair costs for other LMR System sites where public or private entities perform the work in-house or procures road repair services via competitive bid or emergency processes, so that the Authority and its contractors can continue to secure safe access to LMR System sites, for a not-to-exceed aggregate amount of \$260,000, with such costs being memorialized via an MOU or other agreement deemed appropriate, which is approved as to form by Counsel to the Authority and executed by the Executive Director and the public or private entity.

AGENDA ITEM I

2. Require the Executive Director to report quarterly to your Board regarding what road repair costs were shared for any LMR System sites, and the remaining balance of the not-to-exceed budgeted amount of \$260,000.

BACKGROUND

As construction concludes on the LMR System and we progress to System Optimization, certain road maintenance and repair work is necessary to continue uninterrupted and safe access to certain LMR System sites. As your Board is aware, extreme rain/weather conditions have impacted roads the Authority and its contractors use to access remote sites to perform LMR System work. Such remote sites include, but are not limited to, Burnt Peak (BUR1), Frost Peak (FRP), Green Mountain (GRM), Grass Mountain (GMT), Mt. Lukens (MTL1), Johnstone Peak (JPK), Mount Disappointment (MDI), among other sites.

On November 3, 2022, your Board approved the Authority to share in road repair costs with the County of Los Angeles (County) for up to \$15,000 for the access road leading to the BUR1 LMR System site. Additionally, at this same Board meeting, your Board delegated authority to the Executive Director to share in future road repair and road maintenance costs for other LMR System sites where the County or another public agency performs road repair work in-house or procures road repair services via competitive bid processes, such that the Authority and its contractors can also secure safe access to other sites as may be needed. The delegation granted at this meeting was for a not-to-exceed aggregate amount of \$100,000, and allowed such costs be memorialized via an MOU or other agreement, but was limited to public agencies.

The delegated authority before your Board today broadens the previous delegation to allow the Authority to participate in cost sharing for road repair work at LMR Systems sites with public agencies as well as private entities. LMR System sites are often colocated or share space on a tower/antenna support structure with other entities such as the County, the City of Los Angeles, United States Forest Service (USFS), Los Angeles Department of Water and Power (LADWP), Southern California Edison (SCE), Interagency Communications Interoperability System (ICI System), AT&T, California Office of Emergency Services (Cal OES), United States Army Corp of Engineers, Federal Bureau of Investigations (FBI), and other tenants and/or private owners. The Authority is seeking delegated authority to participate in cost sharing with any entity, whether it be public or private, to allow for immediate road repair and road maintenance work to ensure safe access to roads at any LMR System site for an aggregate not-to-exceed amount of \$260,000, which includes the \$100,000 previously approved by your Board on November 3, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended action will delegate Authority to the Executive Director to share in road repair and maintenance work costs at any other LMR System sites with a public or private entity, for a not-to-exceed aggregate amount of \$260,000, which includes \$100,000 previously approved by your Board. Moreover, approval of the recommended action will allow for the immediate repair of road work in instances where road conditions are blocking access to LMR System sites.

FISCAL IMPACT/FINANCING

Any work, as needed, will not exceed an aggregate amount of \$260,000, which includes \$100,000 previously approved by your Board, will be payable from the Urban Areas Security Initiative (UASI) Program open and awarded grants, in particular from the Contingency line item for unforeseen work and captured in the annual LA-RICS Adopted Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

March 2, 2023

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

Dear Directors:

**DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE SUBLICENSE AND CONSENT AGREEMENTS FOR
COLLOCATION AT MCI LAND MOBILE RADIO (LMR) SYSTEM SITE WITH
COUNTY OF LOS ANGELES, AND FOR FUTURE COLLOCATIONS AT
OTHER LMR SITES WITH COUNTY OF LOS ANGELES**

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute a real estate agreement substantially similar in form to the enclosed document for the MCI Site as identified in Enclosure 1. This agreement will allow the County of Los Angeles to collocate and install, operate and maintain County public safety communication equipment at a Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) Land Mobile Radio (LMR) System site known as MCI, or to the County, as Saddle Peak (collectively "MCI"). This letter also requests delegated authority to the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to Enclosure 1 for LMR Sites Mt. Lukens (MTL2), Magic Mountain Link (MML2) and Frost Peak (FRP).

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Sublicense and Consent Agreements with the County of Los Angeles (County) and Saddle Peak Communications for LMR Site MCI to allow the County to collocate and install, operate and maintain County public safety communications equipment supporting the Sheriff's Department at the LA-RICS MCI site and the associated activities are categorically exempt from the

California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of Site MCI, if needed to provide network connectivity to the LMR System, 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 project.

2. Find that the approval and execution of additional Sublicenses, Consent Agreements and other needed real estate agreements with the County and underlying land owners, as applicable, for LMR Sites Mt. Lukens, Magic Mountain Link and Frost Peak to allow the County to collocate and install, operate and maintain County public safety communications equipment supporting its communication systems and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of LMR Sites Mt. Lukens, Magic Mountain and Frost Peak, if needed to provide network connectivity to the LMR System, 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 project.
3. Authorize the Executive Director to complete negotiations, finalize and execute the real estate agreement identified herein for the MCI LMR Site, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, and to exercise amendments for the option terms to September 7, 2036, all of which must have approval as to form from Counsel to the Authority.
4. Authorize the Executive Director to complete negotiations, finalize and execute real estate agreements for the other LMR Sites of Mt. Lukens, Magic Mountain Link and Frost Peak, on a gratis basis, substantially similar in form to the agreement attached hereto as Enclosure 1, which shall also include requirements from the US Forest Service Communications Use Lease for these sites that is required of the Authority to be required of the County, and to exercise amendments for the option terms to December 31, 2049 for these sites, all of which must have approval as to form from Counsel to the Authority.

BACKGROUND

In August 5, 2021, your Board has approved and authorized the Executive Director to enter into an SAA with Saddle Peak Communications for the use of Site MCI to provide the Authority with a license to use a portion of Saddle Peak Communications' property as an LMR communications site. The SAA contemplates the Authority's intent to sublicense portions of Site MCI to permit the Los Angeles County Sheriff to use or occupy the site

for its communications purpose compatible with the Authority's occupancy. The SAA stipulates that such collocation is subject to the owner's consent. The Authority's use of the site will continue to be on a gratis basis, with the County of Los Angeles entering into a separate consent agreement with the owner at a lease cost of \$4,000 a month.

Since your Board's approval to enter into an SAA for Site MCI, the County has provided a Letter of Intent to Saddle Peak Communications confirming its intent to enter into a sublicense, and SAA for Site MCI had been executed to enable the LMR site to be constructed. This also provides the Authority the ability to allow collocation by the County through the proposed sublicense agreement with the County and consent agreement with Saddle Peak Communications as contemplated in the SAA for Site MCI.

Delegated authority is requested to execute the agreements in substantially similar form as attached to this Board letter. Granting approval for the execution of this proposed agreement will satisfy the terms of our lease with Saddle Peak Communications, of providing a paying sub-lessor at the site.

Below is a brief summary of relevant provisions in the sublicense agreement with the County of Los Angeles:

Owner	Sublicensee	No. of Sites	Term	Sublicense Cost	Owner Consent	Utility
Saddle Peak Communications	County of Los Angeles	1	5 years with option to extend to term of SAA (2036) and additional options commensurate with SAA options	Gratis	Yes	At sublicensee cost

In addition, there are three LMR sites that the Authority has a US Forest Service Communications Use Lease with through December 31, 2049, on a gratis basis. These three LMR sites are Mt. Lukens, Magic Mountain Link and Frost Peak. Their address locations are as follows:

SITE ID	SITE NAME	ADDRESS
MTL2	Mount Lukens	5150 Mount Lukens Truck Trail, Los Angeles, CA 91011
MML	Magic Mountain Link	Santa Clarita Divide Road, Canyon Country, CA 91387
FRP	Frost Peak	Blue Ridge Road 3N06, Wrightwood, CA 92397

The County desires to collocate on the Authority's LMR sites for its communications purposes compatible with the Authority's occupancy. The US Forest Service is aware of the County's collocation request, and consents to such collocation on a gratis basis. Delegated authority is also requested for the Executive Director to complete negotiations, finalize and execute real estate agreements for these three sites, on a gratis basis, substantially similar in form to the agreement attached as Enclosure 1. These agreements will also include any needed requirements identified by the Authority from the US Forest Service Communications Use Lease for these sites that the County will comply with, and to exercise amendments for the option terms to December 31, 2049 for these three sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed sublicense agreements with County fulfills the intent contemplated in the SAA for Site MCI and/or further supports public safety communications in the region.

FISCAL IMPACT/FINANCING

No fiscal impact is anticipated.

ENVIRONMENTAL DOCUMENTATION

Approval and execution of the sublicense agreement to allow County's collocation of equipment at Sites MCI, Mt. Lukens, Magic Mountain and Frost Peak, are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15304. The activities associated with the County's collocation (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304).

None of the activities proposed at these sites triggers any applicable exceptions to the identified categorical exemptions. (Guidelines § 15300.2.) Specifically, the work would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility

that the work at these sites will have a significant effect on the environment due to unusual circumstances; the work at these sites would not result in damage to scenic resources within a highway officially designated as a state scenic highway; these sites are not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and the work at these sites would not cause a substantial adverse change in the significance of a historical resource.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

NY:mbc

Enclosure

c: Counsel to the Authority

SUBLICENSE AGREEMENT FOR SADDLE PEAK

THIS SUBLICENSE AGREEMENT FOR SADDLE PEAK (this "**Sublicense Agreement**") is entered into as of the _____ day of _____, 2022 (the "**Effective Date**") between THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "**LA-RICS AUTHORITY**" (or "**Sublicensor**"), and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**COUNTY**," (or "**Sublicensee**"). Each party may individually be referred to as a "**Party**," and collectively, the "**Parties**".

RECITALS:

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

WHEREAS, on September 7, 2021, the LA-RICS AUTHORITY and Saddle Peak Communications ("**LANDLORD**") entered into a Site Access Agreement ("**SAA**") for use of a portion of LANDLORD's Real Property (APN 4453-018-019) for a Land Mobile Radio telecommunications site ("**LMR Site II**");

WHEREAS, the COUNTY wishes to sublicense a portion of the LMR Site II from LA-RICS.

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

1. SUBLICENSED SITE

1.01 LA-RICS AUTHORITY hereby sublicenses to COUNTY and COUNTY hereby accepts from LA-RICS AUTHORITY on the terms and conditions set forth herein, the right to develop and use of a portion of the LMR Site II for access, testing, design development, installation, operation, maintenance, and repair of an unmanned regional interoperable LMR telecommunications system and facility, together with all necessary space for access and utilities, for the purpose of installing, constructing, connecting, modifying, using, operating, monitoring, maintaining, repairing, replacing, supplementing and upgrading a communications facility on the LA-RICS Tower and on associated ground space for public agency telecommunications equipment located at LMR Site II, consisting of the parcels of land shown on **Exhibit A (Site Description)** of the SAA at Attachment 1 attached hereto and incorporated herein by this reference (the "**Sublicensed Site**").

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

1.03 COUNTY, and its authorized contractors and agents may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Sublicensed Site at COUNTY's expense in accordance with all of the terms and conditions of this Sublicense Agreement.

1.04 COUNTY hereby acknowledges the legal right of possession of the LA-RICS AUTHORITY or its successors in the LMR Site II granted pursuant to the SAA and covenants and agrees never to assail, contest, or resist said right of possession.

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

1.06 COUNTY hereby acknowledges that the LMR Site II is occupied by the LA-RICS AUTHORITY pursuant to the SAA. Accordingly, it is understood and recognized that this Sublicense Agreement constitutes a sublicense, and this Sublicense Agreement will be subject to the terms of, and the rights of LANDLORD as licensor under the SAA, as set forth in the SAA. The terms and conditions of the SAA insofar as they relate to the LMR Site II or the Sublicensed Site are made a part of and incorporated into this Sublicense Agreement as if recited herein in full. In the event of conflict between the terms of the SAA and this Sublicense Agreement, the terms of the SAA shall control. LA-RICS AUTHORITY represents and warrants that it is not in default under the SAA, and that LA-RICS AUTHORITY has not received any notice of default under the SAA. In the event that LA-RICS AUTHORITY contemplates voluntarily terminating the SAA or modifying the SAA in a manner materially adverse to COUNTY, LA-RICS AUTHORITY shall promptly provide COUNTY with written notice of such contemplated action. LA-RICS AUTHORITY shall promptly provide COUNTY with written notice of any termination effected by LA-RICS AUTHORITY as provided in this Section, and in no event shall such termination be effective prior to the date that is one (1) year from the date that written notice of such termination was provided to COUNTY. LA-RICS AUTHORITY shall promptly provide written notice of any event of default or termination notice LA-RICS AUTHORITY receives from the LANDLORD.

2 PURPOSE AND USE

2.01 The sole purpose of this Sublicense Agreement is to allow COUNTY to access and use the Sublicensed Site for the installation, construction, connection, modification, use, operation, monitoring, maintenance, replacement, supplementation, repair and upgrade of a communications

facility ("**COUNTY Communications Facility**") for the transmission and reception of communications for public agencies and emergency services, and as otherwise provided in accordance with this Section 2 (Purpose and Use) and the terms and conditions of this Sublicense Agreement.

2.02 Since the COUNTY Communications Facility will be collocated with the LA-RICS AUTHORITY's equipment and installations at the Sublicensed Site, no changes to the COUNTY Communications Facility or the Sublicensed Site may be made by COUNTY unless the LA-RICS AUTHORITY has approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable).

2.03 COUNTY: (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade telecommunications equipment and other related materials as may be deemed necessary by Sublicensee in accordance with and subject to the terms and conditions of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), and (b) shall be allowed access over, through and across the Sublicensed Site comprising the LMR Site II for ingress to and egress from the Sublicensed Site 24 hours per day, 7 days per week. The Sublicensed Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**"). COUNTY has submitted a proposed list of equipment, incorporated as **Exhibit B (Equipment List)**, for the LA-RICS AUTHORITY's review and approval. The Parties may update **Exhibit B** as the approved equipment is finalized or later changes are approved.

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

3. **APPROVALS/DESIGN REVIEW**

The parties acknowledge that LA-RICS AUTHORITY currently uses, and will continue to use, the Sublicensed Site as a communication site as part of the LA-RICS system (the "**LA-RICS System**"); as such COUNTY shall follow the requirements set forth in Sections 6 and 8 herein when making changes or alterations to the COUNTY Communications Facility. The LA-RICS AUTHORITY shall make best efforts to timely review any COUNTY requests.

4. **TERM**

4.1 **Initial Term.** The initial term ("**Initial Term**") of the Sublicense Agreement shall commence upon full execution of this Sublicense Agreement ("**Commencement Date**") and shall continue for five (5) years.

4.2 First Option to Extend. Subject to Board approval, COUNTY shall have the option, upon written notice to LA-RICS AUTHORITY, to extend the Term of the Sublicense up to the Initial Term of the SAA (**September 7, 2036**).

4.3 Further Options to Extend. Subject to Board approval, if LA-RICS AUTHORITY exercises any of its three (3) five-year (5-year) Extension Options, COUNTY, upon written notice to LA-RICS AUTHORITY, may further extend the term of the Sublicense Agreement to be commensurate with the newly extended term of the SAA.

4.4 If COUNTY remains in possession of the Sublicensed Site after the expiration of the Term of this Sublicense Agreement, such holding over shall not operate as a renewal of this Sublicense Agreement, but shall create a month-to-month tenancy, terminable by COUNTY or LA-RICS Authority upon thirty (30) days' written notice to the other party, on the same terms and conditions as this Sublicense and the Consent Agreement.

4.5 COUNTY may terminate this agreement early, upon notice of early termination to LA-RICS AUTHORITY and LANDLORD no later than ninety (90) days prior to the early termination date.

4.6 LA-RICS AUTHORITY may terminate this agreement early upon notice no later than one hundred and eighty (180) days prior to the early termination date, if either is unable to obtain any license, permit, or other approval or funding necessary for their respective construction or operation of LMR Site II or the Sublicense Area.

5 CONSIDERATION

5.1 The consideration to LA-RICS Authority for the use granted herein shall be COUNTY's compliance with all of the terms and conditions of this Agreement and continued compliance with the Landlord Consent Agreement (incorporated by reference as Attachment 2).

6 CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

LANDLORD and LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for COUNTY's proposed installation or alterations of the equipment comprising the Communications Facility (not including "like-kind" replacements). In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment and the Sublicensed Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to COUNTY (except in cases of emergency pursuant to Section 13 hereof (Emergency Access)) and, at COUNTY's option, COUNTY may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection of or access to a Sublicensed Site. COUNTY shall not commence installation of equipment or alteration of a Sublicensed Site, or any portion thereof, until the LANDLORD and LA-RICS AUTHORITY have reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Sublicense Agreement, including without limitation Sections 3 and 8 hereof. The LANDLORD's and LA-RICS AUTHORITY's review and approval of the plans shall not release COUNTY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. COUNTY shall be responsible for

notifying the LANDLORD and LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. COUNTY shall not cause or permit any change of any equipment installed by COUNTY on the Sublicensed Site, including power outputs or changes in the use of frequencies described in **Exhibit B** hereto (**Equipment List**), except after the LANDLORD and LA-RICS AUTHORITY has been provided an opportunity to review and approve such plans and specifications, (not including "like-kind" replacements).

Notwithstanding the foregoing, LANDLORD's and LA-RICS AUTHORITY's review and approval of the use of additional frequencies/spectrum bands is limited to screening for potential interference issues and such approval shall not be unreasonably denied.

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

7 OPERATION

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

COUNTY agrees that LA-RICS AUTHORITY may grant the use of any unused portion of the LMR Site II to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with COUNTY's operations already in place or a future use previously approved by the LANDLORD and/or the LA-RICS AUTHORITY, as provided for pursuant to this Sublicense Agreement and subject to LANDLORD's approval. Any third party granted rights by the LA-RICS AUTHORITY shall be required to comply with all applicable noninterference rules of the FCC. In the event that any third-party user approved by LA-RICS AUTHORITY at any portion of the LMR Site II causes impermissible interference with the Sublicensee's operations as provided for pursuant to this Sublicense Agreement, Sublicensee with notify LA-RICS AUTHORITY of such interference, and LA-RICS AUTHORITY will then notify and require the third-party user to resolve the interference issues.

LA-RICS AUTHORITY reserves the right, at its expense, and subject to LANDLORD's approval, to install on the LMR Site II its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "**LA-RICS AUTHORITY Facilities**") so long as the installation of said LA-RICS AUTHORITY Facilities does not interfere with COUNTY's operations already in place or a future use previously approved by the LANDLORD and/or the LA-RICS AUTHORITY, or COUNTY's

rights under this Sublicense Agreement. COUNTY and LA-RICS AUTHORITY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the LA-RICS AUTHORITY Facilities.

COUNTY may, at its sole cost and expense, in accordance with and subject to the terms of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), perform installations, construction, connections, modifications, monitoring, maintenance, repairs, additions to, upgrades, and replacements of its equipment as necessary and appropriate for its Permitted Activities and has the right to do all work necessary to maintain the Sublicensed Site to accommodate COUNTY's infrastructure, shelter, equipment, and related improvements and as required for COUNTY's operations of the COUNTY Communications Facility at the Sublicensed Site, including any structural upgrades required to accommodate COUNTY's infrastructure, shelter, equipment and related improvements on the Sublicensed Site.

8 ALTERATIONS

Sublicensee shall make no renovations, alterations or improvements to the Sublicensed Site or the LMR Site II other than to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, upgrade and operate the COUNTY Communications Facility in accordance with the documentation attached hereto as and/or as permitted elsewhere herein, without providing prior written notice to LANDLORD and LA-RICS AUTHORITY, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof. Notwithstanding the foregoing, however, it is understood and agreed that Sublicensee shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of "like-kind" (equipment replacement with equipment of similar dimensions and at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the LANDLORD and LA-RICS AUTHORITY; and (b) and/or that may be required as a result of FCC rules or regulations, after providing notice to the LANDLORD and LA-RICS AUTHORITY. Sublicensee agrees: (i) to submit to the LANDLORD and LA-RICS AUTHORITY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the LANDLORD and LA-RICS AUTHORITY covering proposed alterations by Sublicensee, (ii) to discuss with LANDLORD and LA-RICS AUTHORITY the parties concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by Sublicensee shall be performed in accordance with the plans provided to the LANDLORD and LA-RICS AUTHORITY.

9 MAINTENANCE

COUNTY shall be responsible for maintenance of its own equipment and improvements (as to be depicted in the updated Exhibit B). LA-RICS AUTHORITY shall be responsible for maintenance of the LMR Site II in general, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The COUNTY shall keep its exclusive areas of the Sublicensed Site, if any, clean and free of any debris and shall

not leave any debris or derelict equipment in shared areas of the Sublicensed Site. Should COUNTY fail to accomplish this, following 30 days written notice from LA-RICS AUTHORITY, LA-RICS AUTHORITY may perform the work and COUNTY shall pay the cost thereof upon written demand by LA-RICS AUTHORITY.

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

10 CONSTRUCTION STANDARDS

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

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

11 OTHER OPERATIONAL RESPONSIBILITIES

11.01 As applicable, COUNTY, and its authorized agents and contractors shall:

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

(b) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Site II by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(c) Assume the risk of loss, damage or destruction to the COUNTY Communications Facility and any and all fixtures and personal property belonging to COUNTY that are installed or placed within the Sublicensed Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors.

12 ACCESS TO SUBLICENSED SITE

The LMR Site II can only be accessed via a private road known as "West Saddle Peak Road." Access to West Saddle Peak Road is controlled by an access gate and the Saddle Peak Homeowners' Associations ("SPHOA"). LA-RICS AUTHORITY represents and warrants that LANDLORD has granted LA-RICS AUTHORITY, and its tenants, access to use West Saddle Peak Road and the Upper Road. COUNTY shall have access to use the Access Road through the term of this Sublicense. COUNTY acknowledges and accepts the Access Road in its present and "as is" condition. County shall use the Access Road at its sole risk. COUNTY shall provide LA-RICS AUTHORITY and LANDLORD notice of all of its representatives or agents who are authorized to access the LMR Site II.

The SPHOA is responsible for maintenance of the Lower Road. LANDLORD is responsible for its pro rata share of the Upper Road maintenance (shared among American Tower and the Federal Government). LANDLORD shall not seek reimbursement from the LA-RICS AUTHORITY. In the event LANDLORD fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and COUNTY mutually agree that emergency repairs are necessary to ensure access to the LMR II Site, they may separately agree to share the pro rata costs for such emergency repairs.

13 EMERGENCY ACCESS BY LA-RICS AUTHORITY

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

14 RADIO FREQUENCY EMISSIONS/INTERFERENCE

14.01 No Interference. COUNTY shall not use the Sublicensed Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the LMR Site II by LA-RICS AUTHORITY or LA-RICS AUTHORITY's agents, invitees or other Sublicensees or users who may occupy portions of the LMR Site II at the time this Sublicense Agreement is entered into. COUNTY shall be responsible

for electromagnetic compatibility of COUNTY's equipment with existing and future equipment at the LMR Site II.

14.02 Interference With Public Safety Systems. In the event of any interference with LA-RICS AUTHORITY's Emergency Services systems, which is caused by COUNTY's equipment or operations, COUNTY shall be immediately notified by LA-RICS AUTHORITY of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

14.03 Interference With Non-Public Safety Systems. In the event COUNTY's operations or equipment cause interference with non-public safety-related systems of LANDLORD or any duly authorized occupant of the LMR Site II, written notice of such interference shall be provided to COUNTY and LA-RICS, and the County and LA-RICS shall promptly meet to cooperatively discuss and reach agreement on how such interference will be resolved.

14.04 Compliance With Law. COUNTY 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). COUNTY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the Sublicensed Site. COUNTY 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 COUNTY's equipment alone and not in combination with others. Where COUNTY's equipment, in combination with other, exceed or violates such standards, COUNTY shall reasonably cooperate with LA-RICS AUTHORITY and with other relevant parties to mitigate such violations in a timely manner.

15 UTILITIES

COUNTY shall, at its sole cost and expense, cause the installation of any utility service line, including without limitation, electricity, telephone, and fiber, 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 COUNTY Sublicense Area. Shared utility costs shall be prorated based on the respective number of racks, alternatively, if feasible, the County may elect to separately provide or submeter its own utilities. If installation of utilities is not feasible, as determined by LA-RICS AUTHORITY, COUNTY acknowledges and agrees that COUNTY nonetheless shall be responsible for any and all costs of utilities used by COUNTY, which costs will be invoiced by LA-RICS AUTHORITY and paid by COUNTY within thirty (30) days of its receipt of such invoice.

16 HOLD HARMLESS AND INDEMNIFICATION

COUNTY agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY, LANDLORD, and their 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 COUNTY'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 COUNTY by any person pursuant to this Sublicense Agreement.

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

17 INSURANCE

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

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

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

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

(b) 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 COUNTY and employer's liability insurance with limits of

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

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

- Provide coverage for COUNTY's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY, LANDLORD and COUNTY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Sublicense Agreement.

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

- **Installation Floater Insurance.** Sublicensee is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning,

heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by COUNTY and the LA-RICS AUTHORITY if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY and LANDLORD as an additional insured, with limits of not less than:

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

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

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

equivalent to ISO policy form WC 00 03 01 A) including the LA-RICS AUTHORITY as the Alternate Employer. COUNTY's contractor or its insurer shall provide LA-RICS AUTHORITY not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

18 FAILURE TO PROCURE INSURANCE

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

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

19 NOTICES

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

If to LA-RICS AUTHORITY:

Scott Edson, Executive Director

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

With a copy to:

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

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

If to the COUNTY:

County of Los Angeles
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

County of Los Angeles
Chief Executive Office
Real Estate Division
Attn: Senior Manager of Real Estate
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

If to LANDLORD:

Saddle Peak Communications
Edwin L. Hall, Managing Partner
50 Hall Lane
Clancy, Montana 59635

With a copy to:

Jacqueline T. Lenmark
Jackson, Murdo & Grant, P.C.
203 North Ewing Street
Helena, Montana 59601
Phone: 406.442.1300
Fax: 406.443.7033
Email: jtlenmark@jmgattorneys.com

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

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

20 COUNTY COMMUNICATIONS FACILITY REMOVAL

20.01 COUNTY shall remove all of its personal property, equipment, and any improvements from the Sublicensed Site and the LMR Site II and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of COUNTY excepted, on or before the expiration of this Sublicense Agreement, unless this Sublicense Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case COUNTY shall remove from the Sublicensed Site and the LMR Site II personal property, equipment, and any improvements and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of COUNTY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the Sublicensed Site render the timely removal of COUNTY's property impossible, then COUNTY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

21 INDEPENDENT STATUS

This Sublicense Agreement is by and between LA-RICS AUTHORITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employee,

partnership, joint venture or association as between LA-RICS AUTHORITY and COUNTY. COUNTY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of COUNTY pursuant to this Sublicense Agreement.

22 AMENDMENT

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

23 ASSIGNMENT

This Sublicense Agreement may not be sold, assigned or transferred by COUNTY without the written approval or consent of the LA-RICS AUTHORITY and the LANDLORD, which written consent will be at the LA-RICS Authority and LANDLORD's sole discretion. To effect such assignment or transfer, COUNTY shall first deliver to the LA-RICS AUTHORITY:

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

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

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

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

LA-RICS AUTHORITY may, without the consent of COUNTY, assign any and all of its rights hereunder to LANDLORD who agrees to assume LA-RICS AUTHORITY's rights and obligations hereunder this Sublicense Agreement.

24 CONDEMNATION

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

25 DEFAULT

Except as otherwise provided in this Sublicense Agreement, 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 in effecting such cure, or (b) terminate this Sublicense Agreement upon written notice to COUNTY, take possession of the Sublicensed Site and remove all COUNTY's improvements located thereon. 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 by COUNTY in effecting such cure, or (b) terminate this Sublicense Agreement upon written notice to LA-RICS AUTHORITY.

In the event that LA-RICS AUTHORITY terminated its SAA for the LMR Site II, COUNTY may elect to continue its tenancy with LANDLORD through a separate written agreement by and between COUNTY and LANDLORD.

26 WAIVER

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

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

27 HAZARDOUS MATERIALS

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

28 DAMAGE OR DESTRUCTION

Either party shall have the right to terminate this Sublicense Agreement with respect to all or any portion of the Sublicensed Site in the event of one of the following: (a) the applicable LMR Site II or the Sublicensed Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or LA-RICS AUTHORITY in its sole discretion elects not to make such repair); or (b) the applicable LMR Site II or Sublicensed Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt COUNTY's operations at such Sublicensed Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, COUNTY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable LMR Site II or

Sublicensed Site should LA-RICS AUTHORITY elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Sublicense Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Sublicense Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Sublicense Agreement, if any.

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

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

29 AUTHORIZATION WARRANTY

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

30 GOVERNING LAW, JURISDICTION, AND VENUE

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

31 COMPLIANCE WITH APPLICABLE LAW

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

32 NON EXCLUSIVITY

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

33 OTHER TERMS AND CONDITIONS

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

33.02 Illegal Activities. COUNTY shall not knowingly permit any illegal activities to be conducted upon the Sublicensed Site.

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

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

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

34 ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

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

35 SUCCESSORS AND ASSIGNS

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

36 SEVERABILITY

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

37 INTERPRETATION

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

38 ENTIRE AGREEMENT

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY, a California Joint
Powers Authority

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

DAYWN R. HARRISON
Interim County Counsel

APPROVED AS TO FORM

DAYWN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION

EXHIBIT B

EQUIPMENT LIST

[To Be Provided by the County]

ATTACHMENT 1

SITE ACCESS AGREEMENT

ATTACHMENT 2

**LANDLORD'S CONSENT TO
SUBLICENSE
[To Be Attached]**

ATTACHMENT 3

ACCESS

CONSENT TO SUBLICENSE AGREEMENT

This Consent to Sublicense Agreement ("Consent") is entered into this _____ day of _____, 2023, by and between THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS AUTHORITY" (or "Sublicensor"), the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "COUNTY" (or "Sublicensee"), and SADDLE PEAK COMMUNICATIONS, hereinafter referred to as "LANDLORD"(collectively "Parties").

RECITALS:

WHEREAS, on September 7, 2021, LA-RICS AUTHORITY and LANDLORD entered into a Site Access Agreement ("SAA") for use of a portion of LANDLORD's Real Property (APN 4453-018-019) for a Land Mobile Radio telecommunications site ("LMR Site II"); and

WHEREAS, the COUNTY desires to sublicense a portion of LA-RICS AUTHORITY's LMR Site II for an initial five (5) year period with an option to extend up to the term of the SAA for public safety communications and emergency radio systems ("Sublicense Area").

THEREFORE, as consideration for LANDLORD's consent to the Sublicense Agreement, COUNTY agrees to pay to LANDLORD a one-time lump sum and a monthly sum as set forth herein. In consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, LANDLORD and COUNTY hereby agree as follows:

1. CONSENT TO COUNTY SUBLICENSE. LANDLORD hereby consents to the Sublicense Agreement dated _____ by and between LA-RICS AUTHORITY and COUNTY attached hereto as Exhibit A and incorporated herein by this reference.

2. PAYMENTS. As consideration for the consent provided herein, COUNTY agrees to make the following payments.

2.1 One-Time Payment. COUNTY shall make a non-refundable one-time payment of Ten Thousand Dollars (\$10,000) to reimburse LANDLORD for its costs associated with facilitating COUNTY's use of the Sublicense Area, including but not limited to, any needed review of permits, drawings, plans, and use of LANDLORD's staff required to escort and/or grant access to COUNTY and its staff and employees during construction, implementation, operation, and maintenance of the Sublicense Area. COUNTY shall make payment within thirty (30) days of execution of this Consent. Said payment shall be made by check payable to Saddle Peak Communications, Edwin L. Hall, Managing Partner, 50 Hall Lane, Clancy, Montana 59634.

2.2 Monthly Payments. During the term of the Sublicense Agreement (including any extension options or holdover period) COUNTY shall make monthly payments to LANDLORD in the amount of \$4,100 beginning upon the effective date of the Sublicense Agreement. Said payments shall be made by check payable to [Payee name and address].

2.3 Annual Adjustment. COUNTY's monthly payments shall be subject to an annual increase adjustment of 2.5%.

3. TERMINATION OF CONSENT AGREEMENT AND SUBLICENSE AGREEMENT. In the event that either the Sublicense Agreement or this Consent is terminated, the other agreement shall also automatically terminate. In the event that the COUNTY holds over on the Sublicense Agreement, such holding over shall not operate as a renewal of the Sublicense Agreement but shall create a month-to-month tenancy subject to the terms and conditions of this Consent and the Sublicense Agreement.

4. COUNTY'S OPTION TO CONTINUE TENANCY AFTER TERMINATION OF LA-RICS AUTHORITY'S SAA. In the event that LA-RICS AUTHORITY terminates its SAA, LANDLORD shall provide the COUNTY the option to continue its tenancy under the same terms of this Consent and the Sublicense Agreement through a separate written agreement by and between LANDLORD and COUNTY.

5. ROAD ACCESS. As a LA-RICS AUTHORITY Sublicensee, COUNTY and its employees, agents, vendors, escorted invitees, and other agents have a nonexclusive right to use, at its sole risk, during the term of the Sublicense Agreement, the private roads known as West Saddle Peak Road and the Upper Road ("Access Road"). COUNTY, on behalf of itself and its employees, agents, vendors, escorted invitees, acknowledge and accept the present condition of the Access Road on an "as is" basis. COUNTY shall provide LANDLORD with notice of all of its representatives or agents who are authorized to access the Sublicensed Area pursuant to this Section.

6. NONINTERFERENCE. Any additional equipment installed by COUNTY shall be of the type and frequency which will not cause harmful interference as determined in accordance with existing industry standards to any preexisting equipment of LANDLORD or LANDLORD's other tenants on the Real Property. LANDLORD or LANDLORD's other tenants on the Real Property who currently have or in the future take possession of portions of the Real Property will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference as determined in accordance with existing industry standards at the time of the interference to the then existing public safety equipment of COUNTY.

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

To LANDLORD:

Saddle Peak Communications
Edwin L. Hall, Managing Partner
50 Hall Lane
Clancy, Montana 59635

And

Jacqueline T. Lenmark
Jackson, Murdo & Grant, P.C.
203 North Ewing Street
Helena, Montana 59601
Phone: 406.442.1300
Fax: 406.443.7033
Email: jtlenmark@jmgattorneys.com

To COUNTY:

[NAME]
[ADDRESS]

8. INDEMNIFICATION. COUNTY agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and LANDLORD, and their agents, officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with COUNTY'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 COUNTY by any person pursuant to the Sublicense Agreement.

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

9. INSURANCE. This Consent hereby expressly incorporates Section 17 ("Insurance") of the Sublicense Agreement including COUNTY's insurance obligations to LA-RICS AUTHORITY and LANDLORD.

10. GOVERNING LAW, JURISDICTION, AND VENUE. This Consent shall be governed by and construed in accordance with the internal laws of the State of California. COUNTY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Consent and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

11. COMPLIANCE WITH APPLICABLE LAW. In the performance of the Sublicense Agreement and this Consent, each Party and anyone acting on such Party's behalf pursuant to this Consent 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, and OSHA, and all provisions required thereby to be included in this Consent are hereby incorporated herein by reference.

12. NONEXCLUSIVITY. Nothing herein is intended or shall be construed as creating any exclusive arrangement with COUNTY.

13. OTHER TERMS AND CONDITIONS

13.1 Acknowledgment of Ineligibility for Relocation Assistance. COUNTY 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 Consent.

13.2 Successors and Assigns. Subject to any provision hereof restricting assignment or subletting by COUNTY, this Consent shall bind the Parties, their personal representatives, successors and assigns.

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

13.4 Entire Agreement. This Consent (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 LANDLORD and COUNTY.

13.5 Counterparts. This Consent may be executed in counterparts, signed and agreed to by all Parties, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument and facsimile copies, PDFs, or photocopies of signatures shall be as valid as originals.

13.6 Electronic Signatures. The Parties hereby acknowledge and agree that electronic records and Electronic Signatures, as well as facsimile signatures, are intended to authenticate this writing and to have the same force and effect as a manual signature. "Electronic Signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. The Parties consent under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record with respect to this specific transaction. The Parties hereby waive any defenses to the enforcement of the terms of this Consent based on the foregoing forms of signature.

(Signature Page - following this page)

IN WITNESS WHEREOF, Saddle Peak Communications, LA-RICS AUTHORITY, and COUNTY have executed this Consent or caused it to be duly executed, the day, month and year first above written.

LANDLORD:

SADDLE PEAK COMMUNICATIONS

By _____
Edwin L. Hall
Managing Partner

[SIGNATURE PAGE CONTINUES – NEXT PAGE]

SUBLICENSEE:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA DAVENPORT
Chief Executive Office

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder, County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Deputy

[SIGNATURE PAGE CONTINUES – NEXT PAGE]

SUBLICENSOR:

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**, a Joint Powers
Authority

By _____
Scott Edson
Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Senior Deputy

EXHIBIT A
SUBLICENSE AGREEMENT
(To be Attached)



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

March 2, 2023

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

Dear Directors:

**APPROVE AMENDMENT NO. 111 TO AGREEMENT NO. LA-RICS 007
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO (LMR) SYSTEM**

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 111 to Agreement No. LA-RICS 007 (Agreement) to incorporate two (2) Change Orders as further described in this Board Letter for a net cost increase in the amount of \$5,361.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 111 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order related to an outage with the roll-up generator at the BUR1 site, for a cost increase in the amount of \$6,904.
 - b. Incorporate one (1) Change Order in connection with the reconciliation of a permit processing fee at the GRM site, for a cost decrease in the amount of \$1,543.
2. Authorize a net increase to the Maximum Contract Sum in an amount of \$5,361 from \$216,029,067 to \$216,034,427 when taking the recommended actions into consideration.
3. Delegate authority to the Executive Director to finalize, negotiate, and execute Amendment No. 111, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

AGENDA ITEM K

BACKGROUND

BUR1 Roll-Up Generator Outage Change Order

Due to cold weather conditions and BUR1 site's remote location, we have been experiencing problems with fuel gelling as well as with fuel delivery, especially in instances when the road conditions were not suitable due to rain damage. To combat the cold weather conditions, fuel additive is being used, and a heating element has been installed. However, when the diesel generator fails, the site runs on batteries until all power is depleted, which occurred at the BUR 1 site. As MSI is required to ensure the equipment is not damaged and is operating properly, MSI must inspect the site following unplanned power outages. MSI performed this verification work at the BUR 1 site. Once the generator power was restored, MSI verified the site as stable and all site configurations to be correct.

GRM Permit Processing Fee

The back-up generator at the GRM site can only be commissioned by the manufacturer once normal utility power is connected at the site. As your Board is aware, restoring permanent power at this site has been an ongoing process between City of Los Angeles Department of Water and Power (LADWP) and California State Parks. The filing of the Air Quality Management District (AQMD) permit will be handled by the Authority as the generator commissioning work cannot be performed until permanent power is achieved at this site. Given it is unknown when the site will have permanent power, the Authority will assume this scope and relieve MSI of filing the permit. This Change Order includes a credit of the permit processing fee reflected as a reduction before your Board for approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 111 to incorporate two (2) Change Orders for work related to a roll-up generator outage at the BUR1 site and a permit processing fee at the GRM site, with all actions resulting in a net increase to the Maximum Contract Sum in the amount of \$5,361.

It necessary to incorporate a Change Order related to additional engineering and configuration work at the BUR1 site performed by MSI due to the outage of the roll-up generator at the site. Second, it is necessary to reconcile the Agreement to account for the cost of an AQMD permit processing fee at the GRM site as the Authority is assuming the permit filing scope.

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Orders.

Further, the Change Orders were presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 111 will result in a net increase to the Maximum Contract Sum in the amount of \$5,361 from \$216,029,067 to \$216,034,427. If approved by your Board, the work contained in Amendment No. 111 will be fully funded by the Urban Areas Security Initiative (UASI) 2022 grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER ONE HUNDRED ELEVEN
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number One Hundred Eleven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 111") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March _____ 2023, based on the following recitals:

Whereas, the Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Four, effective November 14, 2022, to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and

Common Platform Subsystem to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in Amendment No. 104.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Five – Unilateral Amendment No. 30, issued on November 16, 2022, to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,830 from \$216,275,434 to \$215,916,604; and; and (h) make other certain changes as set forth in Unilateral Amendment No. 30.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Six, effective November 29, 2022, to (a) incorporate an LMR Change Order for DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 at the Tejon Peak (TPK) site for a cost increase in the amount of \$42,546; (b) increase the Maximum Contract Sum by \$42,546 from \$215,916,604 to \$215,959,150; and (c) make other certain changes as set forth in Amendment No. 106.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Seven – Unilateral Amendment No. 31, issued on December 1, 2022, to (a) incorporate an LMR Change Order for tower foundation rock excavation work at the Mount Lukens 2 (MTL2) site for a cost increase in the amount of \$57,675; (b) increase the Maximum Contract Sum by \$57,675 from \$215,959,150 to \$216,016,825; and (c) make other certain changes as set forth in Unilateral Amendment No. 31.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eight, effective December 6, 2022, to (a) incorporate a Change Order for costs related to temporary outage of the roll-up generator located at the Burnt Peak 1 (BUR1) site for a cost increase in the amount of \$3,263; (b) increase the Maximum Contract Sum by \$3,263 from \$216,016,825 to \$216,020,088; and (c) make other certain changes as set forth in Amendment No. 108.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Nine, effective January 10, 2023, to (a) adopt a new Project Schedule; (b) incorporate costs related to Phase 1 permit work at the Topanga Relay (TOP Relay) site for a cost increase in the amount of \$2,379; (c) increase the Maximum Contract Sum by

\$2,379 from \$216,020,088 to \$216,022,467; and (d) make other certain changes as set forth in Amendment No. 109.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Ten, effective February 2, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 110 for a cost increase in the amount of \$6,600; (b) increase the Maximum Contract Sum by \$6,600 from \$216,022,467 to \$216,029,067; and (c) make other certain changes as set forth in Amendment No. 110.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate two (2) LMR Change Orders as further described in this Amendment No. 111 for a net cost increase in the amount of \$5,361; (b) increase the Maximum Contract Sum by \$5,361 from \$216,029,067 to \$216,034,427; and (c) make other certain changes as set forth in this Amendment No. 111.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 111, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 111 refer to sections of the Agreement, as amended by this Amendment No. 111.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor has performed the Work contemplated in COR No. MSI-7114, related to a temporary outage of the rollup generator at the BUR1 site, which is included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 3 of this Amendment No. 111, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments). Additionally, the parties agree and acknowledge that the Agreement will be reconciled to reflect a discount to Exhibit C.15 (LMR System Discounts) in the amount of \$1,543 related to an AQMD permit processing fee at the GRM site pursuant to COR No. MSI-7113.

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	GRM	Green Mountain	MSI-7113	AQMD Permit Processing Fee	(\$1,543)
2.	BUR1	Burnt Peak 1	MSI-7114	Rollup Generator Outage Work	\$6,904
TOTAL AMOUNT:					\$5,361

3. Amendments to the Agreement.

- 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Sixteen Million, Thirty-Four Thousand, Four Hundred Twenty-Seven Dollars (\$216,034,427) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
- 3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Nine Million, Five Hundred Eighty-Two Thousand, Six Hundred Fifty-Seven Dollars (\$159,582,657). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 111 and incorporated herein by this reference.
- 4.2 Exhibit C.15 (LMR System Discounts) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.15 (LMR System Discounts), which is attached to this Amendment No. 111 and incorporated herein by this reference.
- 4.3 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 111 and incorporated herein by this reference.
- 4.4 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 111 and incorporated herein by this reference.

5. This Amendment No. 111 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 111;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 111 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 111;
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 111.
6. Except as expressly provided in this Amendment No. 111, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 111 on behalf of Contractor represent and warrant that the person executing this Amendment No. 111 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 111, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 111 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ONE HUNDRED ELEVEN
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 111 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
Interim County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 111*

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,005	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,163,725	\$ 13,505,169	\$ 148,658,553
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,163,725	\$ 13,505,169	\$ 204,557,072
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,562,906	\$ 356,291	\$ 3,206,616
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 1,067,683		\$ 1,067,683
SUBTOTAL	\$ 130,552,956	\$ 176,034,668	\$ 21,692,207	\$ 284,895,414
TOTAL CONTRACT SUM:	\$176,034,668			
LMR Discounts ^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$216,034,427			

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

EXHIBIT C.15 - SCHEDULE OF PAYMENTS

LMR SYSTEM DISCOUNTS

Section No. (Exhibit C or Phase)	Description	Discounts (Note 1)
Phase 1 - DISCOUNTS FOR SYSTEM DESIGN		
C.2	Discount for Dropped Sites ^(Note 2)	\$ (363,599)
Phase 3 - DISCOUNTS FOR SUPPLY LMR SYSTEM COMPONENTS		
C.4	Discount for Equipment Purchased in Phase 1 ^(Note 3)	\$ (15,295,521)
Phase 4 - DISCOUNTS FOR LMR SYSTEM IMPLEMENTATION		
C.5	Discount for Services Performed in Phase 1 ^(Note 3)	\$ (765,576)
LMR NMDM (Amendment No. 32)		
C.4	Discount from NMDM ^(Note 4,5,6)	\$ (210,259)
LMR NMDM (Amendment No. 85)		
C.2	Discount for Phase 2 Top Relay Reconciliation ^(Note 7)	\$ (180,346)
LMR Generator (Amendment No. 92)		
C.3	Discount for Certain Phase 2 BUR1 and GRM Generator Work ^(Note 8)	\$ (24,014)
Discount for Portable Radio Upgrades (Amendment No. 105)		
C.4	Discount for Portable Radio Upgrades ^(Note 9)	\$ (361,900)
Discount for GRM AQMD PERMIT (Amendment No. 111)		
	Discount for GRM AQMD Permit Processing Fee ^(Note 10)	\$ (1,543)
TOTAL LMR SYSTEM DISCOUNTS		\$ (17,202,758)

Note 1: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

Note 2: Pursuant to Amendment No. 16 effective December 23, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 16 to reflect (a) removal of thirty-one (31) LMR System Sites resulting in credits in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which was taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and reflected in the Whitaker Middle Peak site in Phase 3. Under Amendment No. 27, the remaining Discount balance of \$363,599 was moved from Phase 3 to Phase 1.

EXHIBIT C.15

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 111

Note 3: Pursuant to Amendment No. 3, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. 3, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. 3, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

Note 4: Pursuant to Amendment 32, the per site NMDN costs contemplated in Phase 3 and Phase 4 have moved to a single line item in Phase 3 in the amount of \$2,764,123 resulting in an increase to the NMDN Discounts to the amount of \$582,086, which have been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 5: Pursuant to Amendment 39, the Discounts from NMDN costs are reconciled to reflect an increase in the amount of \$1,071, resulting in an increase to the total NMDN Discounts in the amount of \$583,157, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 6: Pursuant to Amendment 40, the Discounts from NMDN costs are reconciled to reflect a decrease in the amount of \$372,898 resulting in a decrease to the total NMDN Discounts in the amount of \$210,259 (Phase 3 Sites, CCB, CRN, MLM, PHN, BMT and PLM), which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 7: Pursuant to Amendment 85, the Discounts costs are reconciled to reflect an increase in the amount of \$180,346 to reflect a reconciliation of one (1) LMR System Site (TOP Relay) related to Phase 2 (Monopole, DC Plant and Outdoor Power System), which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority.

Note 8: Pursuant to Amendment 92, the Discounts costs are reconciled to reflect an decrease in the amount of \$24,014 to reflect a reconciliation at BUR1 and GRM sites related to certain Phase 2 Generator Work, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority in accordance with Amendment No. 92.

Note 9: Pursuant to Amendment 105, the Discounts costs are reconciled to reflect an increase in the amount of \$361,900 to reflect a reconciliation of Portable Radio Upgrade Kits - Discount Transfer from Phase 3 to LMR Discounts, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority in accordance with Amendment No. 105.

Note 10: Pursuant to Amendment 111, the Discounts costs are reconciled to reflect an increase in the amount of \$1,543 to reflect a reconciliation of an AQMD permit processing fee at the GRM site, which has been captured in this Exhibit C.15 (LMR Discounts) and will be applied at the discretion of the Authority in accordance with Amendment No. 111.

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 28					
MSI-003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
Amendment No. 28 Subtotal			\$ 24,953	\$ 2,495	\$ 22,458
Amendment No. 29					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
Amendment No. 29 Subtotal			\$ 38,456	\$ 3,846	\$ 34,610
Amendment No. 30					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
Amendment No. 30 Subtotal			\$ 4,195	\$ 420	\$ 3,776
Amendment No. 31					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
Amendment No. 31 Subtotal			\$ 19,573	\$ 1,957	\$ 17,616
Amendment No. 33					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 33 Subtotal			\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 34					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
Amendment No. 34 Subtotal			\$ 90,744	\$ 9,074	\$ 81,670
Amendment No. 35					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 35 Subtotal			\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 36					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
Amendment No. 36 Subtotal			\$ 4,952	\$ 495	\$ 4,457
Amendment No. 37					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ -	\$ -	\$ -
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
Amendment No. 38 Subtotal			\$ 74,426	\$ 7,443	\$ 66,983
Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 26,965	\$ 2,697	\$ 24,269
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
Amendment No. 39 Subtotal			\$ 57,300	\$ 5,730	\$ 51,570
Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 40,899	\$ 4,090	\$ 36,809
MSI-5069	RPV1	New Phase 1 Work	\$ 44,808	\$ 4,481	\$ 40,327
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 41,171	\$ 4,117	\$ 37,054
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
Amendment No. 41 Subtotal			\$ 218,595	\$ 21,860	\$ 196,736
Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6017	RIH	Addition of Microwave Link	\$ 43,837	\$ 4,384	\$ 39,453
MSI-6016	SPH	Addition of Microwave Link	\$ -	\$ -	\$ -
MSI-6015	UNIV	Addition of Microwave Link	\$ 68,839	\$ 6,884	\$ 61,955
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 112,676	\$ 11,268	\$ 101,408
Amendment No. 45					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
Amendment No. 45 Subtotal			\$ 39,050	\$ 3,905	\$ 35,145
Amendment No. 46					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
Amendment No. 46 Subtotal			\$ 375,728	\$ 37,573	\$ 338,155

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ —	\$ —	\$ —
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
Amendment No. 47 Subtotal			\$ 710,217	\$ 71,022	\$ 639,196
Amendment No. 48					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ —	\$ —	\$ —
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49 and Amendment No. 59					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ —	\$ —	\$ —
MSI-6069	LARICS	Audio Loopback	\$ —	\$ —	\$ —
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ —	\$ —	\$ —
Amendment No. 51 Subtotal			\$ 11,196	\$ 1,120	\$ 10,076
Amendment No. 52					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 55 Subtotal			\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 56					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 nd Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
Amendment No. 90 Subtotal			\$ 60,717	\$ 6,072	\$ 54,645
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,562,906	\$ 356,291	\$ 3,206,616

Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.

SCHEDULE OF PAYMENTS

EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 111	HOLDBACK
Phases 1 to 4 Holdback	\$13,505,169
LMR Change Order Modifications Holdback	\$356,291
LMR Unilateral Amendments Holdback	\$145,304
MPLS Mobile Backhaul Holdback	\$220,000
SUBSYSTEM HOLDBACK TOTAL	\$14,226,763

Subsystem	COMPLETION ACCEPTANCE			TESTING			HOLDBACK				Total
	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Testing Percentage	Subsystem Acceptance Testing	Coverage Acceptance Testing	Release of Holdback of Coverage Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	
NMDN (Phase 1)	12/15/2022	10%	\$921,735			\$176,709		\$552,649	\$149,481	\$704,593	\$2,505,167
DTVRS (17 Cells/Sites out of 33 Cells/Sites)	6/6/2022	55%	\$0	50%		\$614,710	\$68,301	\$0	\$0	\$0	\$683,011
DTVRS (16 Cells/Sites out of 33 Cells/Sites)	3/9/2023		\$5,069,545			\$578,550	\$64,283	\$2,942,412	\$826,817	\$3,930,550	\$13,412,157
LARTCS	7/27/2023	10%	\$921,735	25%		\$596,630	\$66,292	\$486,448	\$149,481	\$704,703	\$2,925,289
ACVRS	8/8/2023	20%	\$1,843,471	25%		\$596,630	\$66,292	\$1,044,803	\$300,000	\$1,421,559	\$5,272,755
NMDN (Phase 2) Completion final System Documentation	10/5/2023	5%	\$460,868					\$269,423	\$74,221	\$346,273	\$1,150,785
Functional Test Acceptance 80%	6/6/2022				\$304,662			\$16,926		\$21,157	\$342,745
Functional Test Acceptance 20%	8/8/2023				\$76,166			\$4,231			\$80,397
Special Operational Test Acceptance					\$0			\$0		\$0	\$0
Stress Test Acceptance					\$0			\$0		\$0	\$0
Voice Aerial Coverage Test Acceptance					\$0			\$0		\$0	\$0
Voice Waterway Coverage Test Acceptance					\$0			\$0		\$0	\$0
Voice Subscriber Access Test Acceptance					\$95,207			\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance					\$47,603			\$2,645		\$2,645	\$52,893
Final System Acceptance		100%	\$9,217,354	100%	\$523,638	\$2,563,229	\$265,169	\$5,324,826	\$1,500,000	\$7,136,769	\$26,530,984
		\$9,217,354			\$3,086,867			\$14,226,763			