



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, July 6, 2023 • 9:00 a.m.

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

Microsoft Teams Meeting Link for the Public: [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: 431 998 645#

AGENDA POSTED: June 29, 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.	Vacant Seat , 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.	Cardell Hurt , Acting Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	Neal Cochran , Acting Captain 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
Ronald Watson , LA-RICS Deputy Executive Director
Oscar Valdez , County of Los Angeles, Interim Auditor-Controller
Keith Knox , County of Los Angeles, Treasurer and Tax Collector
Beatriz Cojulun , LA-RICS Board Secretary



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – ROLL CALL**
- III. APPROVAL OF MINUTES (A)**
 - A. June 1, 2023 – Regular Meeting Minutes
Agenda Item A
- IV. PUBLIC COMMENTS**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – E)**
 - B. Director’s Report – Scott Edson
Agenda Item B
 - C. Project Manager’s Report – Riad El Masri
Agenda Item C
 - D. Joint Operations and Technical Committee Chair’s Report –
Operations Lead Lieutenant Robert Weber
 - E. Finance Committee Chair’s Report – Finance Lead Leslie Luke
- VII. DISCUSSION ITEMS (F – G)**
 - F. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment –
Ted Pao
Agenda Item F
 - G. Outreach Update – Lieutenant Robert Weber
Agenda Item G



VIII. ADMINISTRATIVE MATTERS (H – K)

H. APPROVE THE FISCAL-YEAR 2023-24 RECOMMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

It is recommended that your Board adopt the Enclosed Fiscal-Year 2023-24 Recommended Operating Budget of \$35,299,000 to be utilized for the continued operation of the Authority.

Agenda Item H

I. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT TO SITE ACCESS AGREEMENT FOR COLLOCATION AT SIX (6) LAND MOBILE RADIO (LMR) SYSTEM SITES WITH COUNTY OF LOS ANGELES, AND FOR FUTURE COLLOCATIONS AT OTHER LMR SITES WITH COUNTY OF LOS ANGELES

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 1 to the SAAs with the County of Los Angeles (County) for LMR Sites Black Jack Peak (BJM), Castro Peak (CPK), Dakin Peak (DPK), and Tower Peak (TWR) to allow the County to collocate and install, operate and maintain County public safety communications equipment at these sites 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.
2. Find that the approval and execution of additional Amendments to SAAs and other needed real estate agreements with the County and underlying land owners, as applicable, for LMR Sites RHT and SPH, 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.
3. Authorize the Executive Director to complete negotiations, finalize and execute Amendments to SAAs identified herein for LMR Sites BJM, CPK, DPK and TWR, on a gratis basis, substantially similar in form to the agreements attached hereto as Enclosure 1, and for any needed additional



future amendments for the term of the SAAs for these 4 sites, 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 Amendments to SAAs for other LMR Sites RHT and SPH, on a gratis basis, substantially similar in form to the agreements attached hereto as Enclosure 1, and for any needed additional future amendments for the term of the SAAs for these two sites, all of which must have approval as to form from Counsel to the Authority.

Agenda Item I

J. 2023 SCHEDULE OF LA-RICS BOARD MEETINGS REVISED

It is recommended that your Board continue with the previously approved 2023 Schedule of LA-RICS Regular Board Meetings, but approve the new meeting location and that all in-person Regular Meetings for this year be held at 9:00 a.m. Pacific Time, at the County of Los Angeles Sheriff's Department, Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Agenda Item J

K. APPROVE AN INCREASE TO THE BUDGET FOR UNFORESEEN LAND MOBILE RADIO TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK

It is recommended that your Board:

1. Find that the approval of certain work as described herein to be performed at certain LMR System Sites continue to be within the scope of the activities previously authorized by your Board, which your Board found to be either (1) categorically exempt from review under CEQA pursuant to 14 Cal. Regs. Sections 15301, 15302, 15303 and/or 15304; (2) statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project; or (3) are within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under CEQA on March 29, 2016, and that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable and that there are no changes to the project at any LMR System Sites covered in the Final EIR or to the circumstances under which the project is undertaken at these sites that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects. In the event that work is required at an LMR System Site that has not been analyzed and authorized previously under the aforementioned CEQA findings, the Authority will return to your Board and recommend the requisite finding.



2. Delegate authority to the Executive Director to:
 - a. Increase the project budget by an additional \$137,393 from \$150,000 to \$287,393 for contingent, unforeseen, and unanticipated construction and installation work that may be necessary at LMR System Sites.
 - b. Issue one (1) or more Change Orders and Notices to Proceed (NTP) for the work contemplated at the MCI site as well as unforeseen work needed at any LMR System Sites, provided they are within the project budget and approved as to form by Counsel to the Authority.

Agenda Item K

IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, August 3, 2023, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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

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

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request 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, June 1, 2023 • 9:00 a.m.

BOARD MEMBERS PRESENT

David Povero, Chief of Police, 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

Eleni Pappas, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

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

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

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

Neal Cochran, Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Ronald Watson, LA-RICS Deputy Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Vacant, City Manager, California Contract Cities Association

Brian Solinsky, Chief of Police, 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 9:06 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. May 4, 2023 – Regular Minutes

Alternate Board Chair Yanagi asked the Board if there were any comments or corrections to the attached minutes for the Regular Meeting Minutes on May 4, 2023. There were no questions or corrections, therefore, he asked for a motion to approve.

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

Ayes 6: Luke, Pappas, Yanagi, Rifenburg, Ambrose, and Povero.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

Alternate Board Member Neal Cochran arrived during the notice of Public Comment and joined Board Meeting.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.

VI. REPORTS (B – E)

B. Director's Report – Scott Edson



Executive Director Scott Edson greeted the Board members and all those in attendance.

Executive Director Edson reported briefly on the status of each of the Agenda Items that would be presented to the Board.

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

C. Project Manager's Report – Riad ElMasri

Deputy Program Manager Riad ElMasri greeted the Board and presented Agenda Item C.

Deputy Program Manager ElMasri reported on the progress made at Green Mountain (GRM); site access issues at Frost Peak (FPK) that were cleared by mid-May; Motorola Solutions, Inc. (MSI), pushing back the Final Acceptance of the system on the Integrated Master Schedule (IMS) to December 12, 2023; the availability of both Narrowband Mobile Data Network (NMDM) and the Digital Trunked Voice Radio System (DTVRS); Closeout Book documentation nearing completion; and Whitaker Middle Peak being inaccessible.

This concluded the presentation and report on Agenda Item C by Project Team Lead Riad ElMasri.

There was no further discussion.

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

E. Finance Committee Chair's Report –

Finance Chair Leslie Luke said the Finance Committee held a meeting on Thursday, May 25, 2023. Finance Chair Luke reported the committee reviewed and approved the 2023 meeting calendar and recommended approval to of the Amended Operating Budget for Fiscal Year 2022-23.

This concluded the presentation and report on Agenda Item E by Project Finance Chair Luke.

(ALTERNATE CHAIR YANAGI TOOK AGENDA ITEM XII. CLOSED SESSION OUT-OF-ORDER WITH VII. DISCUSSION ITEMS TO PROCEED THEREAFTER)

XII. CLOSED SESSION REPORT –

The Board entered into Closed Session at 9:26 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 9:38 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

VII. DISCUSSION ITEMS (F – H)

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

Technical Lead Ted Pao provided an update for the Tejon Peak (TPK) site, which the Federal Communications Commission (FCC) granted licenses for NMDN, ACVRS, DTVRS, and LARTCS.

Technical Lead Pao further reported that on interference issues, the Authority contacted Crown Castle site management team (representing their client) for the Signal Hill (SGH) site. Technical Lead Pao said the low-level, in-band emission of the Authority's 700 MHz receivers had configuration adjustments made.

Technical Lead Pao reiterated the LASD transitioned its tactical communications onto LA-RICS in May with its legacy radio system that does not allow compilation of radio usage data, but will be achievable on the new system.

Edson: stated that constant monitoring has to take place to ensure resources are available for a particular Cell Site or particular geographical area

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

G. **Outreach Update – Lieutenant Robert Weber**

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

Operations Lead Lt. Weber shared that on May 18 and 19, 2023, Deputy Executive Director Ron Watson attended the Contract Cities Association 2023 Annual Municipal Seminar in Indian Wells, California with great success, ensuring that municipal leaders and first responder organization managers were informed of the viability of LA-RICS.

Operations Lead Lt. Weber reported that during the month of May 2023, Authority and Motorola Solutions Inc. (MSI) personnel continued testing for the Analog Conventional Voice Radio Subsystem (ACVRS) and Los Angeles Regional Tactical



Communications (LARTCS) systems, as well as the Low Band portion of the system testing was completed on May 22, 2023; Authority and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted additional specialized All-Terrain Vehicle (ATV) operations to provide MSI access to the Whitaker Middle Peak (WMP) site; LASD cutover to the Digital Trunked Voice Radio Subsystem (DTVRS) system was completed by the end of May; Authority continues efforts to successfully migrate the County District Attorney's (DA's) Office to the LA-RICS system; Authority and LASD personnel continue specialized four-wheel drive refueling operations for (GRM) online communications; the road to Burnt Peak (BUR) has been cleared, resuming normal commercial refueling.

Authority staff conducted additional outreach and working closely to ensure the needs of the following were met, Cal State Northridge and Cal State Dominguez Hills Police Departments, as well outreach to the City of Lynwood.

This concluded the update on Agenda Item G. Operations Lead Lt. Weber asked if there were any questions.

There was no further discussion.

H. Replacement of the Oversight Committee Member – Scott Edson

Executive Director Edson expressed that Agenda Item H provided was for the Board's discussion of the Oversight Committee seat availability, established by your Board in September 2013 to monitor change orders, amendments, completion of Tasks, Subtasks and Deliverables & Milestones or any deviation thereof, as it related to the LMR agreement with MSI.

Executive Director Edson said that with Board Member Alexander's retirement that would leave one (1) seat available out of three (3) Committee Member seats. Executive Director Edson asked the Board to ask any questions or enter into discussion regarding the Committee vacancy, and went on to ask if anyone was interested in serving in the Committee, please notify the Chair of the Board, who is ultimately responsible for making the decision / appointment.

This concluded the update on Agenda Item H.

Alternate Chair Yanagi Edson asked if there were any volunteers or questions. Board Member David Povero volunteered to fill the vacancy, but he already serves on the Oversight Committee.

There was no further discussion.



VIII. ADMINISTRATIVE MATTERS (I – K)

I. APPROVE THE FISCAL-YEAR 2022-23 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

Deputy Executive Director Ron Watson presented Agenda item I, in which on behalf of the Authority requested the Board's approval of the Proposed Amended Operating Budget to adjust funding sources for budget line items for Project Team staffing, County Counsel, Travel and Training and Services and Supplies with actual and projected expenditures/uses in Fiscal Year 2022-23.

Deputy Executive Director Watson stated the LA-RICS Operating Budget is in accordance with the cost factors identified in the Adopted Funding Plan, which includes grant funded line items, as well as member funded line items that are funded by AT&T Business Agreement Funds and the California State Budget Act of 2022 funds.

Deputy Executive Director Watson mentioned that this budget adjustment is in accordance with those cost factors identified in the Adopted Funding Plan and provides a Fiscal Year-End reconciliation of projected to actual expenditures. Deputy Executive Director Watson further mentioned that budget categories have been highlighted that reflect changes from your previous adopted budget, which reflect the reconciliation of actual and projected expenditure by budget fund source. Deputy Executive Director Watson went on to say the amended budget does not increase the spending amount approved under the prior Adopted Budget.

As Finance Lead Luke stated in his Committee report, Deputy Executive Director Watson reiterated the Finance Committee met on Thursday, May 25, 2023, and voted unanimously to approve recommending the amended budget to the Board.

Alternate Chair Yanagi asked for a motion to approve. Alternate Board Member Eleni Pappas motioned first, seconded by Board Member Povero.

Ayes 7: Luke, Pappas, Yanagi, Rifenburg, Ambrose, Povero, and Cochran.

MOTION APPROVED.

J. APPROVE AMENDMENT NO. 114 TO AGREEMENT NO. LA-RICS 009 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

Deputy Executive Director Watson presented Agenda Item J, asking the Board's approval to authorize the Executive Director to execute Amendment No. 114 with MSI, incorporating a Change Order paying MSI for future work performed on behalf



of the Authority related to fire suppression system work at the Universal City Walk site, which if approved would result in an increase to the Maximum Contract Sum in the amount of \$22,704.

Deputy Executive Director Watson stated that on March 3, 2022, the Board approved Amendment No. 90, which incorporated a Change Order for fire suppression system work at the Universal City Walk site. This Amendment No. 114 covers additional scope and corresponding cost associated with increased pricing, since 2022 approved amendment, therefore, the Authority seeks Board approval for this expanded scope and cost, which if approved would be funded by the Urban Areas Security Initiative (UASI) 2022 grant and by the California State Budget Act funds of 2022.

Deputy Executive Director Watson went on to request the Board make those certain California Environmental Quality Act (CEQA) findings set forth in the Board Letter in connection with this recommended action.

Deputy Executive Director Watson finalized by requesting the Board delegate authority to the Executive Director to execute Amendment No. 114, in substantially similar form to the Amendment enclosed with the Board Letter, and issue one or more Notices to Proceed (NTP) for this work.

Alternate Chair Yanagi asked for a motion to approve. Board Member Povero motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes 7: Luke, Pappas, Yanagi, Rifenburg, Ambrose, Povero, and Cochran.

MOTION APPROVED.

K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT TO SITE ACCESS AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR ONE LAND MOBILE RADIO SYSTEM SITE

Nancy Yang from the Site Access Agreement (SAA) team presented Agenda Item K regarding a SAA, which allows Regents of the University of California to collocate equipment at LA-RICS Land Mobile Radio site University of California, Los Angeles (UCLA) to establish connection to the LMR System locally to facilitate onboarding University of California, Los Angeles as a user of the LMR System.

Ms. Yang recommended the Board on behalf of the Authority to approve the execution of SAA Amendment No. 1 with the Regents of the University of California (Regents), which would allow collocation and installation, operation and maintenance of fiber equipment, as well as enclosure on the LA-RICS Authority's LMR equipment shelter and perform associated minor shelter modification for fiber



cord connection to the LMR System network switch at the LMR Site on UCLA main campus.

Ms. Yang concluded with the recommendation on behalf of the Authority for authorization of the Executive Director to complete negotiations, finalize and execute SAA Amendment No. 1 for the LMR UCLA Site.

Alternate Chair Yanagi asked for a motion to approve, Board Member Luke motioned first, seconded by Alternate Chair Yanagi.

Ayes 7: Luke, Pappas, Yanagi, Rifenburg, Ambrose, Povero, and Cochran.

MOTION APPROVED.

IX. ADMINISTRATIVE MATTERS – NONE

X. MISCELLANEOUS – NONE

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

ALTERNATE CHAIR YANAGI TOOK AGENDA ITEM XII. CLOSED SESSION OUT-OF-ORDER WITH VII. DISCUSSION ITEMS TO PROCEED THEREAFTER)

XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Executive Director Edson stated that currently the meeting location for the next Board meeting would probably be held at the East Los Angeles College (ELAC) Administrative Offices.

Alternate Board Chair Yanagi stated the next Regular Board Meeting would be held on Thursday, July 6, 2023, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting at 10:05 a.m. Board Member Povero motioned.

EXECUTIVE SUMMARY

JULY 6, 2023

LMR UPDATE

- Phase 2 – Construction Activities
 - ✓ All sites have completed construction.
 - ✓ LA-RICS has developed a Request for Information (RFI) to solicit pricing for the delivery of a new roll up generator at the MCI site as well as installation of a permanent generator and accompanying Automatic Transfer Switch (ATS). Currently the site is backed up by a roll up generator on loan from the County of Los (County) Angeles Sheriff's Department (LASD). Pricing was received from a bidder and the County and is under review by the PM team.
 - ✓ 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 forecasted Final System Acceptance Milestone in December 2023.
 - ✓ Due to the recent weather occurring across the region and inadequate design by MSI, substantial damage was caused to the Mount McDill (MMC) ice bridge and antenna lines leading to the site being taken down by MSI in March. Since then, the ice bridge has been restored, the microwave system repaired restoring network backhaul, and the Digital Trunked Voice Radio System (DTVRS) has been brought back online. All equipment for Narrowband Mobile Data Network (NMDN), Analog Conventional Voice Radio Subsystem (ACVRS), and Los Angeles Regional Tactical Communications System (LARTCS) have been restored. Some minor equipment still remains to be fixed such as a single HVAC unit, vandal cages, and ice shielding for the Microwave and generator roof enclosure.
 - ✓ 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:
 - For power at the GRM site, LA-RICS is currently investigating a potential reduced power draw solution that would not require any major power upgrades by the service provider to accomplish. This solution would require LA-RICS to waive growth capacity for this location and as such it is being deemed as a temporary solution while a full power service upgrade is still to be pursued at a later date. BUR1 site received a report by Southern California Edison on May 17, 2023, that the solar/ propane power plant is planned to be operational Quarter Four 2023. Work on the power distribution would occur following this leading to utility power engagement in Q1/Q2 of 2024.
 - ✓ Phase 2 documentation is nearing completion with the last remaining deliverables being the updated record construction drawings noting all changes that have occurred to date. MSI has submitted the record drawings for all sites and the

EXECUTIVE SUMMARY

JULY 6, 2023

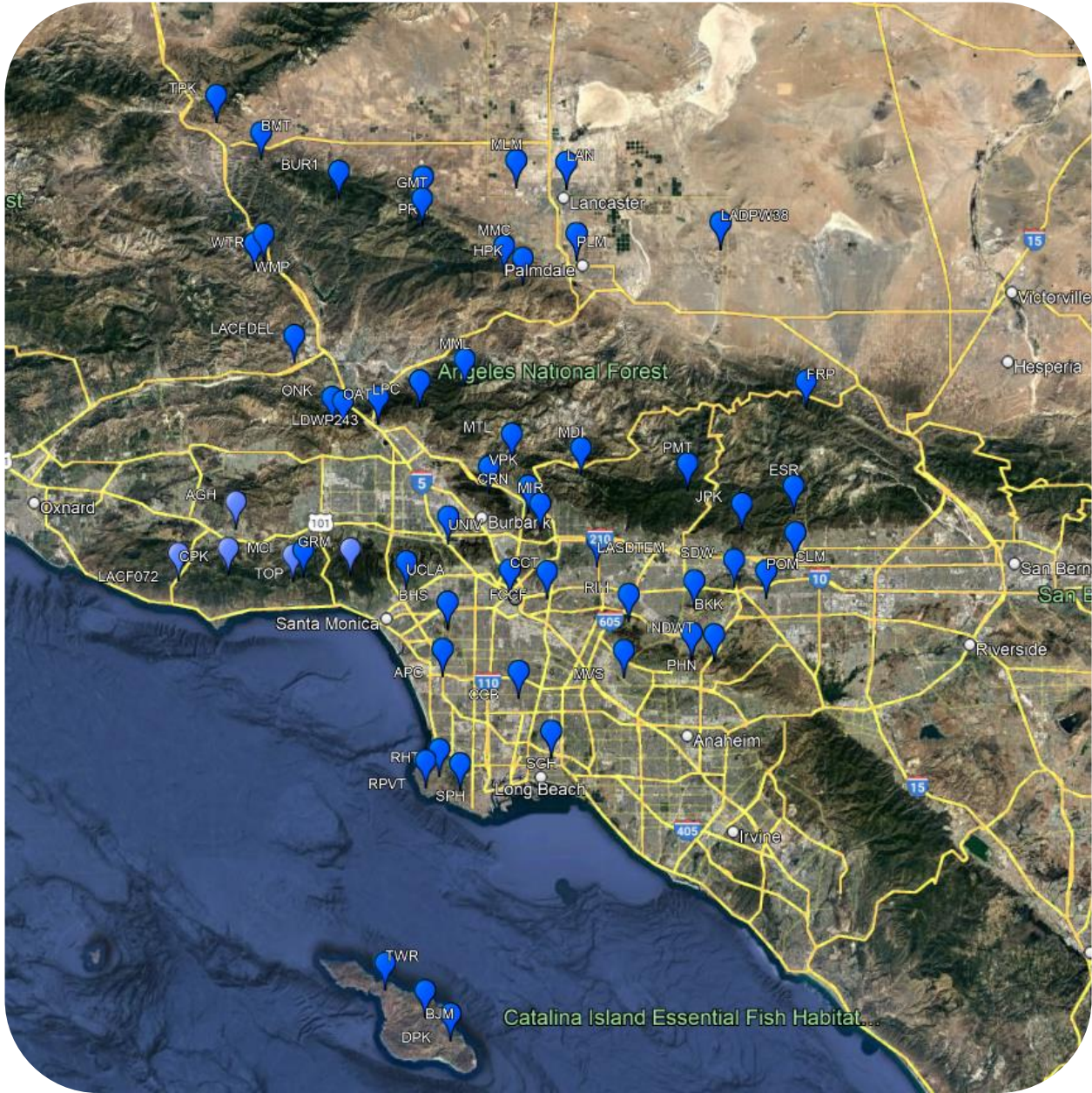
LA-RICS team has reviewed and approved thirty-four (48) of the fifty-seven (57) provided As-built drawings thus far.

- 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. The DTVRS subsystem cutover started on May 1, 2023. MSI reports that the current forecasted Final System Acceptance date has been delayed to December 12, 2023, and we are reviewing that schedule now.
 - ✓ Cutover for the DTVRS officially began May 1, 2023. The process for cutting over users is being managed by the Program Management (PM) Team with regular meetings consisting of LASD, County Fire Department (LACoFD), and Authority staff, with representation from MSI. Currently there remains three (3) frequencies to be released by LASD.
 - ✓ Coverage testing is now focused on the LARTCS and ACVRS. This activity was accelerated in an effort to compress and make up for recent weather-related schedule delays. LARTCS low-band testing has begun as well as ACVRS TRO6 Regional. LACoF has requested a push for the cutover dates to after the fire season in January of 2024, no decision has been made as this would push the Final System Acceptance date if enacted.
 - ✓ With the completion of the final Phase 4 site audit walks and the Phase 4A Closeout Books (COB), remaining Phase 4B documentation is being worked on jointly between MSI and LA-RICS. The subsystem specific documentation provided a part of Phase 4B is comprised of nearly 5,000 individual documents and as such will take significant time for the team to process. The team plans to complete its review by the September cutover date in alignment with MSI's scheduling needs.

EXECUTIVE SUMMARY

JULY 6, 2023

LMR SITES



EXECUTIVE SUMMARY

JULY 6, 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	\$6,630,100	\$4,195,874	\$5,058,238	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	\$-	\$537,857	\$18,460,000	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. 134

July 6, 2023

Submitted June 29, 2023

Reporting Period: 05/17/23 – 06/21/23

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AGENDA ITEM C

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 1,751 persons as of May 11, 2023, this was the last training session during the period.
- Jacobs filed a Notice of Exemption for Board approval action at UCLA for actions approved at the June 1, 2023 Board meeting.

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.
- 59 sites have been constructed and tested through Ph4a.
- 57 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.
- Restoration work to repair recent ice damage and design deficiencies at MMC started March 13, 2023. Since then, the ice bridge has been restored, the microwave system repaired restoring network backhaul, and the Digital Trunked Voice Radio System (DTVRS) and NMDN1 has been brought back online. Also, other damaged equipment pertaining to LARTCS and ACVRS subsystems has been replaced.
- The approved IMS update (data date 2/7/2023) shows a final system acceptance date of October 26, 2023. However, MSI has reported that the final system acceptance milestone will be pushed out to December 2023 following delays to DTVRS cutover caused by the restoration work of the MMC site and the resolution of microwave realignment issues. Motorola claims that the loss alignment on the microwave network was caused by severe weather, however the LARICS team has investigated and found reason to believe the cause was installation and design issues by MSI. Motorola chose to install the ice shielding for the microwave dishes onto the same pipe as the microwave dishes adding unaccounted for wind loads. Additionally, MSI's placement of kicker supports was not adequate for the severe weather locations for which these towers resided.
- Motorola's continues to make progress on the submission of Contract required closeout materials that are packaged as "Closeout Books." The last piece of documentation MSI has left to provide for this deliverable is the AE stamped as-built record drawings. 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 since the Authority seeks to receive completely accurate record drawings as described in the Contract and has spent extensive review time sorting through discrepancies between the As-Built Record Drawings and 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. At this point 48 of the 58 sites have record drawings approved 10 are in review or being revised.
- For power at the GRM site, LARICS is currently investigating a potential reduced power draw solution that would not require any major power upgrades by the service provider to accomplish. This solution would require LARICS to waive growth capacity for this location and as such it is being deemed as a temporary solution while a full power service upgrade is still to be pursued. The urgency for an interim power solution is driven by the high cost of generator usage, 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 May 17, 2023, SCE held a stakeholder meeting to provide updates on the status of the planned solar/ propane energy distribution plant. SCE is now in receipt of their geotechnical Angeles National Forest (ANF) Special Use Permit (SUP), however there was an internal issue found with the contractor leading to a delay for the investigation until 6/06. The next major milestone is the SUP for the overall Remote Grid System, currently estimated for 7/13/23. Due to delays in geotechnical investigation the overall schedule forecast has slipped from construction completion of the remote

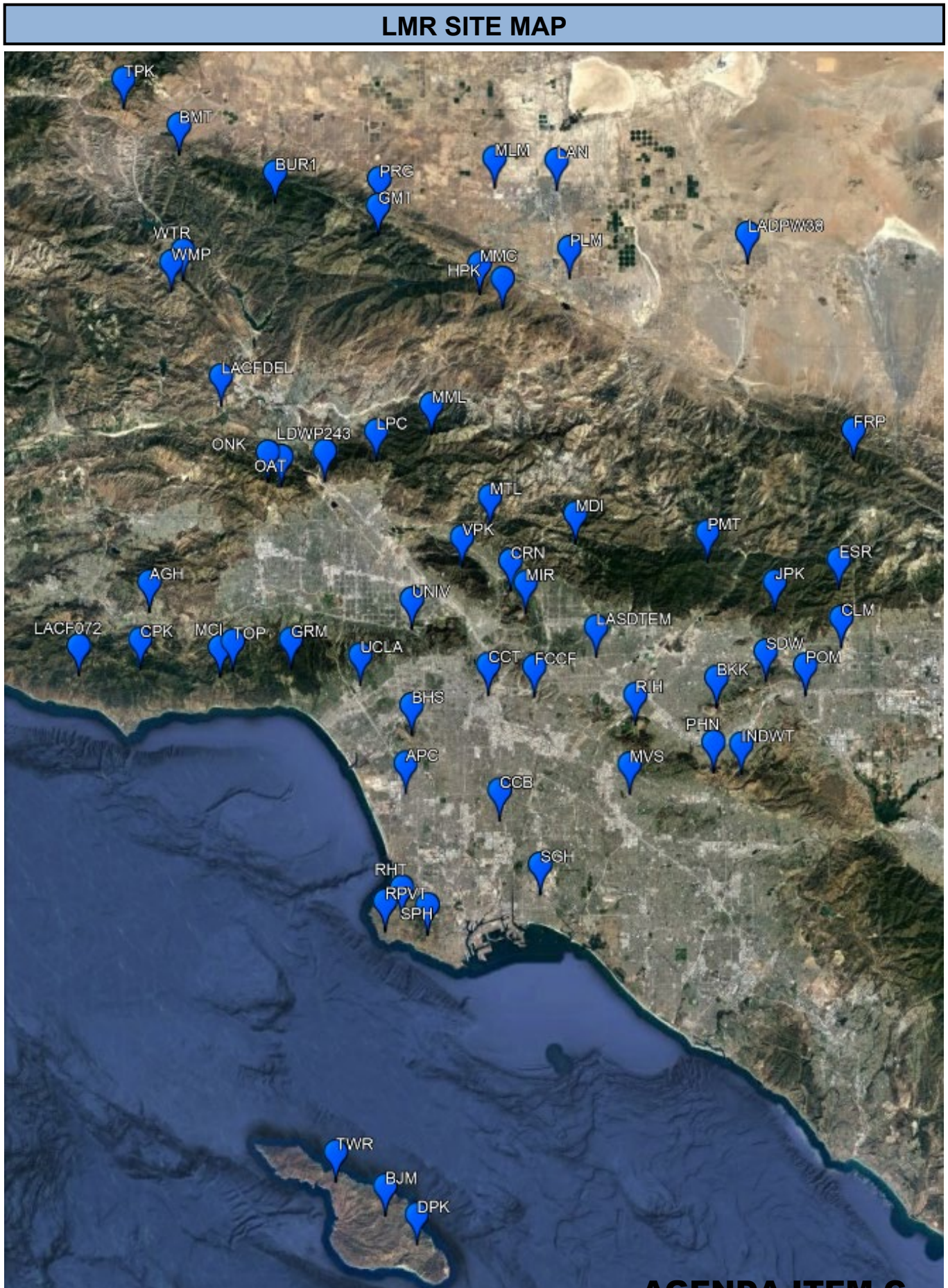
grid system in October 2023 to December 2023. With consideration of the timeline for construction of power distribution, this puts power restoration in Q1/2 of 2024.

- 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 and DTVRS subsystems, preparing documentation for the cut-over of the Analog Conventional System (ACVRS), Los Angeles Regional Tactical Communications System (LARTCS), and Narrowband Mobile Data Phase 2 (NMDN2), and coverage testing for these upcoming subsystems. DTVRS Subsystem Cutover began as of May 1st. The process for cutting over users is being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles (County) Sheriff's Department (LASD), and Authority staff, with representation from MSI. The Team is also focused on review of the recently provided subsystem specific Phase 4B documentation. This deliverable is comprised of nearly 5,000 individual documents and as such will take a significant effort by the team to review and approve.
- Regarding microwave dish performance at several coastal sites, MSI has reported that the changes are necessary to provide a more resilient and reliable backhaul system across links that travel over water. MSI will have the majority of the microwave dish adjustments and equipment upgrades completed by the end of July.
- 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 C



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 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 F



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 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
County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) Field Testing	Ongoing in June
City of Bellflower Outreach	06/07/23
Regional Interoperability Working Group	06/15/23
Interoperability – ICI and LA-RICS/System	06/21/23
Zebra Technologies Government Advisory Board	June 28-29, 2023
City of Inglewood Onboarding	June 2023
City of La Mirada Onboarding	June 2023
City of Rancho Palos Verdes Outreach	06/15/23
City of Lancaster Outreach	06/15/23

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

During the month of June 2023, personnel from Motorola Solutions Inc. (MSI) continued with testing for the Analog Communications Voice Radio System (ACVRS) and Los Angeles

AGENDA ITEM G

Radio Tactical Communications System (LARTCS). Authority staff members are planning for further participation in the testing process starting in August. Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted one additional specialized four-wheel drive operation in order to assist with the refueling of the Green Mountain (GRM) site. The roads to this site have now been cleared and the site will be refueled via normal commercial refueling trucks until permanent power is established. Although the LASD's cutover to the DTVRS system was completed the end of May the Authority staff continues to work with them as they migrate out of all non-essential analog frequencies. Authority staff participated in a Regional Interoperability meeting on June 15, 2023. Technical Lead Ted Pao presented an overview of the LA-RICS system to the regions stake holders. The meeting was very positive, and the Authority staff plans to lead more coordination meetings in the near future. Authority staff conducted a meeting with staff from the Interagency Communications Interoperability System (ICI). The meeting was very productive, and we hope to have additional coordination agreements to bring forward very soon.

Authority staff is proud to announce the execution of Early Onboarding Agreements with the City of Inglewood and the City of La Mirada. The Authority is currently working with both agencies as they onboard to the LA-RICS system. Authority staff conducted additional outreach to the City of Rancho Palos Verdes, Bellflower and the City of Lancaster. These Agencies 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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 2023

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

Dear Directors:

APPROVE THE FISCAL-YEAR 2023-24 RECOMMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

SUBJECT

Staff is requesting your Board adopt the Fiscal-Year 2023-24 Recommended Los Angeles Regional Interoperable Communications System Authority Operating Budget.

RECOMMENDED ACTION

It is requested that your Board adopt the Enclosed Fiscal-Year 2023-24 Recommended Operating Budget of \$35,299,000 to be utilized for the continued operation of the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Enclosed Recommended Operating Budget will allow the Authority to expend funding on, among other things, the County of Los Angeles (County) project team, as well as executed consultant contracts, travel and training, services and supplies, equipment, Lease, Liability and Commercial Property Insurance.

FISCAL IMPACT/FINANCING

Federal and State revenue will fund \$31,366,000 of grant-funded expenditures. In addition to Federal and State revenue, \$3,226,000 will be funded by "Member Contributions" in Fiscal-Year 2023-24. Member contributions are made up of Member Funded Joint Power Authority (JPA) Operations in the amount of \$1,300,000 and Land

AGENDA ITEM H

LA-RICS Board of Directors

July 6, 2023

Page 2

Mobile Radio (LMR) Administrative Cost in the amount of \$963,000 that will be funded with the remaining balance of funds from the LA-RICS AT&T Business Agreement as well as State Budget Act of 2022 funds totaling \$963,000, in accordance with the Adopted Funding Plan.

In addition, this year's recommended budget includes \$437,000 balance in funds to support the router replacement program, identified as AT&T Business Agreement Services (Routers) in your budget summary. This year's recommended budget also includes the balance of funds allocated via the LA-RICS AT&T Business Agreement Amendment No. 4 (\$270,000) for various operational costs at AT&T/LA-RICS colocation sites.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The LA-RICS Fiscal Agent, County of Los Angeles Auditor-Controller reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

FISCAL-YEAR 2023-24 RECOMMENDED OPERATING BUDGET EXECUTIVE SUMMARY

PROJECT OVERVIEW

The Los Angeles Regional Interoperable Communication System (LA-RICS) Authority (Authority) is a modern collaborative effort of law enforcement, fire service, and health service professionals with the goal to provide a single, unified voice communication platform for all regional public safety agencies. LA-RICS is deploying a Land Mobile Radio (LMR) System utilizing both digital trunked and analog conventional subsystems as well as deploying state and federal interoperability channels. When completed, the LMR System will cover over 4,000 miles of diverse terrain and serve as the hub for over 34,000 first responders working across 85 municipalities. The LMR System is scheduled to achieve System Acceptance in the Fall of 2023. LA-RICS' LMR System will allow interagency coordination and response to routine, emergency, and catastrophic events.

A Joint Powers Authority (JPA) was established in January 2009, to engage in regional and cooperative planning and coordination of governmental services. The Authority Board includes ten (10) members who serve as the Authority's Board of Directors and represent a cross-section of first responder stakeholders who all share in the decision-making process, and have responsibility for setting policies and providing oversight on behalf of the Authority's Members.

The following information details the Recommended Fiscal-Year 2023-24 LA-RICS Operating Budget.

LA-RICS RECOMMENDED OPERATING BUDGET FISCAL-YEAR 2023-24 SOURCES

Grant Funded Expenditures

- **UASI, SHSP and State Budget Act of 2022 Funds:** Expenditures reimbursable under the Urban Area Securities Initiative (UASI), State Homeland Security (SHSP) Grants and State Budget Act of 2022 Funds awarded to LA-RICS.

Member Contributions

- **Member Funded Joint Powers Authority Operations & LMR Administrative Cost:**

Member Funded Authority Operations and LMR Administrative Costs will be paid for with the LA-RICS AT&T Business Agreement Funds and State Budget Act of 2022 Funds in accordance with the LA-RICS Adopted Funding Plan.

- **California State Budget Act of 2022 Funds:**

The FY 23-24 Budget includes funds appropriated via the State of California Budget Act of 2022 to pay for certain costs to complete the LMR System, including but not limited to costs relating to capital outlay, testing, optimization and corresponding staff support.

AT&T BUSINESS AGREEMENT PROJECTS

- **AT&T Business Agreement Services:**

The FY 23-24 Budget includes the balance of funds allocated from the LA-RICS AT&T Business Agreement pursuant to Amendment No. 4 to be used at AT&T / LA-RICS co-location sites for ongoing operational needs such as site access and site/facility upkeep.

- **AT&T Business Agreement Services (Routers):**

The FY 23-24 Budget includes expenses relating to router replacement services in accordance with the executed Business Agreement between the Authority and AT&T paid for with the LA-RICS AT&T Business Agreement Funds.

LA-RICS RECOMMENDED OPERATING BUDGET FISCAL-YEAR 2023-24 USES

LA-RICS Project Team

This section contains costs associated with salaries and employee benefits of project staff from various County of Los Angeles (County) Departments, assigned to the LA-RICS project through a Master Agreement and Memorandum of Understanding (MOU) between the Authority and the County Chief Executive Officer (CEO). Project staff provide support relating to daily operations of the project, including Operations, Technical, and Administrative Support. Costs are projected and will not be incurred unless funds are secured for the same.

Travel and Training

This section contains costs associated with travel and training of project staff and executive management to support the project goals and mission. Projected travel includes public education, outreach meetings, airfare charges, transportation charges, per diem, and related conference fee/meeting registration charges.

Services and Supplies

This section contains costs associated with services and supply purchases made by project staff and executive management to support the project's daily operations.

Admin and Other Contractors

This section contains costs associated with grant and member funded professional services agreements and contracts between the Authority and consultants for various services, including: LA-RICS Executive Director, County of Los Angeles Department of Public Works, County of Los Angeles Internal Services Department, as well as others as needed.

Miscellaneous

This section contains cost associated with miscellaneous fees, including utilities, and as well as escort fees.

Other Charges

This section contains costs associated with Authority Insurance, Commercial Property Insurance, and FCC Licensing.

Lease, Tenant Improvements & Other Services – Suite 100

This section contains cost associated with Lease of LA-RICS office at 2525 Corporate Place, Suite 100, Monterey Park, California 91754.

LMR Administrative Costs

This section includes certain costs associated with the management and administration of the LMR System and its implementation in accordance with the Adopted Funding Plan.

Contractor/Consultants Services

This section contains costs associated with projected contract expenditures for project management, telecommunications and design contractors as well as miscellaneous agreements for contracted work with Department of Public Works, Regional Planning, CEO Real Estate, Internal Services Department, etc.

AT&T Business Agreement Projects

This section contains the balance of funds allocated from the LA-RICS AT&T Business Agreement pursuant to Amendment No. 4 to be used for operational and access costs at AT&T/LA-RICS co location sites as well as to support the router replacement program.

CONCLUSION

Total Grant Funded Expenditures – \$31,366,000 projected in Fiscal-Year 2023-24. This includes scheduled activities through June of 2024 for the deployment and acceptance of the LMR system and the corresponding Warranty period.

Member Funded JPA Operations – \$1,300,000 projected in Fiscal-Year 2023-24.

Member Funded Authority Operations includes projected costs associated with activities supporting the Authority that cannot be funded by UASI or SHSP Grants as they are considered management and administration, support operations and maintenance, operations and/or are unallowable under the grant guidance/regulations.

This includes:

- Certain travel and training supporting the project goals;
- Supplies required for daily operations;
- Certain Admin and Other Contractors (Executive Director);
- Miscellaneous fees including utility fees for deployed sites, etc.;
- Liability Insurance for LA-RICS JPA and Commercial Property Insurance; and
- Portion of Lease of LA-RICS office.

LMR Administrative Cost – \$963,000 projected in Fiscal-Year 2023-24.

LMR Administrative Costs includes costs associated with certain Project Team members including contracts analyst position filled under the Jacobs Contract (professional consultant) as well as other expenditures (S&S, Travel, Miscellaneous, Other Charges and portion of Lease for Suite 100) required to deploy, implement and operate the LMR system including contract and grant management as well as other tasks not funded by grants.

California State Budget Act of 2022 – \$963,000 in funds appropriated via the State of California Budget Act of 2022 will be utilized in FY 23-24 to pay for certain costs supporting completion the LMR System, including but not limited to costs relating to capital outlay, testing, optimization and corresponding staff support.

AT&T Business Agreement Funds – \$270,000 projected in Fiscal-Year 2023-24 includes the balance of funds allocated from the LA-RICS AT&T Business Agreement pursuant to Amendment No. 4 to be used at AT&T / LA-RICS co-location sites for ongoing operational needs such as site access and site/facility upkeep.

AT&T Business Agreement Services (Routers) – \$437,000 captures the projected balance remaining in the Business Agreement Services fund to support the router swap program projected for use in Fiscal-Year 2023-2024.

**Los Angeles Regional Interoperable Communications System (LA-RICS)
Recommended Operating Budget
Fiscal Year 2023-24**

FINANCING USES	FY 2021-22 ACTUALS	FY 2022-23 ADOPTED AMENDED BUDGET	FY 2022-23 ESTIMATED	FY 2023-24 RECOMMENDED
<u>Grant Funded Expenditures</u>				
Project Team	2,334,907	2,915,000	1,899,678	6,359,000
UASI/SHSP Grant	2,334,907	2,915,000	1,899,678	2,116,000
State Budget Act of 2022 Funds	0	0	0	4,243,000
Travel & Training	0	50,000	0	50,000
UASI/SHSP Grant	0	50,000	0	50,000
Miscellaneous *(2)	317,462	500,000	400,000	500,000
UASI/SHSP Grant	317,462	500,000	400,000	500,000
Other Charges *(3)	167,143	300,000	39,752	268,000
UASI/SHSP Grant	167,143	300,000	39,752	268,000
Contractors/Consultants Services	26,329,832	20,832,000	4,603,943	24,189,000
UASI/SHSP Grant	26,329,832	20,832,000	4,603,943	16,074,000
State Budget Act of 2022 Funds	0	0	0	8,115,000
Total Grant Funded Expenditures	29,149,344	24,597,000	6,943,373	31,366,000
<u>MEMBER CONTRIBUTIONS*(1)</u>				
Member Funded JPA Operations *(1)				
Project Team	640,039	973,000	770,000	558,000
Travel & Training	230	0	0	37,000
Services & Supplies	566	8,000	7,742	30,000
Admin and Other Contractors	236,179	119,000	119,000	244,000
Miscellaneous *(2)	641	10,000	5,000	50,000
Other Charges *(3)	70,000	70,000	70,000	121,000
Lease & Other Services - Suite 100	120,000	120,000	120,000	260,000
Total Member Funded JPA Operations	1,067,655	1,300,000	1,091,742	1,300,000
LMR Administrative Cost *(1) (4)	747,011	944,000	944,000	963,000
LTE Administrative Cost	478,471	0	0	0
State Budget Act of 2022 Funds *(5)	0	944,000	602,000	963,000
Total Member Contributions	2,293,136.28	3,188,000	2,637,742	3,226,000
<u>AT&T BUSINESS AGREEMENT PROJECTS</u>				
AT&T Business Agreement Services	358,508	492,000	219,694	270,000
AT&T Business Agreement Services (Routers)	58,153	400,000	37,000	437,000
Total AT&T Business	416,661	892,000	256,694	707,000
TOTAL FINANCING USES	31,859,142	28,677,000	9,837,809	35,299,000
<u>FINANCING SOURCES</u>				
Federal Grant/State Budget Revenue		24,597,000		31,366,000
Member Contribution		3,188,000		3,226,000
AT&T Business Agreement Services (PSBN2 Site 21-26)		492,000		270,000
AT&T Business Agreement Services (Routers)		400,000		437,000
Total Available Financing		28,677,000		35,299,000

Note 1: Member Funded JPA Operations, and LMR Administrative Cost will be paid for out of the LA-RICS AT&T Business Agreement and State Budget Act of 2022 funds.

Note 2: Fees including utilities, escort and permit fees, etc.

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

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

**LA-RICS
FY 2023-2024**

PROJECT TEAM	UASI/SHSGP Funding	Member Funded JPA Operations	State Budget Act of 2022 Funds	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>					
Administrative Deputy II *	0	93,356	154,433	71,813	319,602
Fiscal Officer II *	0	62,285	91,850	124,160	278,295
DA Total	0	155,641	246,283	195,973	\$ 597,897
<u>TREASURER & TAX COLLECTOR (TTC)</u>					
Senior Secretary III	77,313	0	75,199	0	152,512
TTC Total	77,313	0	75,199	0	\$ 152,512
<u>PROBATION (PB)</u>					
Administrative Services Manager I	103,128	0	106,322	0	209,450
PB Total	103,128	0	106,322	0	\$ 209,450
<u>ISD</u>					
Administrative Services Manager III *	90,203	0	200,000	0	290,203
ISD Total	90,203	0	200,000	0	\$ 290,203
<u>MENTAL HEALTH (MH)</u>					
Administrative Services Manager I	74,815	0	119,016	0	193,831
MH Total	74,815	0	119,016	0	\$ 193,831
<u>REGISTRAR RECORDER COUNTY CLERK (RRCC)</u>					
Accounting Officer II *	0	45,000	70,207	100,570	215,777
RRCC Total	0	45,000	70,207	100,570	\$ 215,777
<u>LOS ANGELES COUNTY SHERIFF (LASD)</u>					
S&EB					
Lieutenant (1)	145,996	0	260,000	0	405,996
Sergeant	0	0	260,633	0	260,633
Deputy (3)	150,000	0	515,297	0	665,297
Information Technology Manager III	160,656	0	211,542	0	372,198
Information Technology Specialist I	0	0	312,595	0	312,595
Section Manager, Information Technology	312,592	0	0	0	312,592
Executive Assistant *	0	0	263,641	0	263,641
Administrative Services Manager I	0	0	200,038	0	200,038
S&EB Total					\$ 2,792,990
S&S					
Human Resources & Procurement Services	0	0	19,280	0	19,280
LASD Total	769,244	0	2,043,026	0	\$ 2,812,270
<u>AUDITOR CONTROLLER (A/C)</u>					
S&EB					
Principal Accountant	0	3,700	2,176	7,817	13,693
Supervising Accountant	0	10,000	20,751	11,076	41,827
Accountant II	0	43,520	63,185	2,506	109,211
S&S					
Travel Administrative Cost	0	0	1,000	2,000	3,000
Single Audit	0	0	5,000	25,000	30,000
A/C Total	0	57,220	92,112	48,399	\$ 197,731
<u>COUNTY COUNSEL</u>					
Principal/Senior County Counsel (4)	207,401	300,000	163,074	0	670,475
County Counsel Total	207,401	300,000	163,074	0	\$ 670,475

**LA-RICS
FY 2023-2024**

PROJECT TEAM	UASI/SHSGP Funding	Member Funded JPA Operations	State Budget Act of 2022 Funds	LMR Admin Cost	Yearly Costs (Salary & Employee Benefits)
<u>INTERNAL SERVICES DEPARTMENT (ISD)</u>					
Sr. Telecom Systems Engineer (2)	119,000	0	359,198	0	478,198
Supervising Telecom System Engineer	145,912	0	123,250	0	269,162
Communication Tower & Line Supervisor	115,036	0	67,519	0	182,555
Sr. Electronics Communications Technician (2)	50,699	0	322,067	0	372,766
Electrician & Electro Mechanic (2)	200,000	0	150,072	0	350,072
ISD Total	630,647	0	1,022,106	0	\$ 1,652,753
<u>LOS ANGELES COUNTY FIRE (FR)</u>					
Fire Captain (1)	163,234	0	100,000	0	263,234
FR Total	163,234	0	100,000	0	\$ 263,234
<u>UNFILLED POSITIONS</u>					
Deputy (2)	0	0	413,451	0	413,451
Fire Fighter Specialist	0	0	232,049	0	232,049
Operations Assistant III	0	0	171,304	0	171,304
Senior Management Secretary III	0	0	181,108	0	181,108
Underfilled Items Savings	0	0	332,918	0	332,918
	0	0	1,330,830	0	\$ 1,330,831
Total	2,115,985	557,861	5,568,175	344,942	8,586,964
Salary Savings	0	0	-1,325,135	0	\$ (1,325,135)
Total Budgeted Project Team for FY 23-24	2,115,985	557,861	4,243,040	344,942	7,261,829

* These Positions are Underfills

**LA-RICS
FY 2023-2024**

GRANT FUNDED - CONTRACTORS/CONSULTANTS	Maximum Contract Sum	Funding Source
Project Construction Management	4,291,000	UASI 22
MISC County Contracts (DPW, CEO, CEO RED, RP, & ISD)	150,000	UASI 22
Telecommunications & Design Contractors	6,353,000 5,280,000 <u>7,681,000</u>	UASI 22 & UASI 23 SHSGP 22 & SHSGP 23 State Budget Act Funds
Total Contractors/Consultants Services	\$ 23,755,000	

MEMBER CONTRIBUTIONS		
- MEMBER FUNDED JPA OPERATIONS (Member Funded)		Funding Source
Project Team	558,000	Member Funded
Travel & Training	37,000	Member Funded
Services & Supplies	30,000	Member Funded
Admin and Other Contractors (Executive Director)	244,000	Member Funded
Miscellaneous	50,000	Member Funded
Other Charges	121,000	Member Funded
Lease & Other Services - Suite 100	<u>260,000</u>	Member Funded
Total Member Funded JPA Operations	\$ 1,300,000	

- LMR ADMINISTRATIVE COST (MEMBER FUNDED)		Funding Source
Project Team	345,000	Member Funded
Professional Consultants	434,000	Member Funded
Services, Supplies, Travel, lease & Misc	<u>184,000</u>	Member Funded
Total LMR Administrative Cost	\$ 963,000	

- STATE BUDGET ACT OF 2022 FUNDS (MEMBER FUNDED)		Funding Source
Project Team	864,000	Member Funded
Services, Supplies, Travel, lease, Other Charges & Misc	<u>99,000</u>	Member Funded
Total State Budget Act of 2022	\$ 963,000	

TOTAL MEMBER CONTRIBUTIONS **\$ 3,226,000**

AT&T BUSINESS AGREEMENT SERVICES (PSBN2 Sites 21-26)		Funding Source
Professional Consultants	<u>270,000</u>	AT&T Business Agreement Services
Total AT&T Business Agreement Services	\$ 270,000	

AT&T BUSINESS AGREEMENT SERVICES (BAS - Routers)		Funding Source
Professional Consultants & Swap Services Providers	<u>437,000</u>	AT&T Business Agreement Services
Total AT&T Business Agreement Services	\$ 437,000	



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 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 AMENDMENT TO SITE ACCESS AGREEMENT FOR
COLLOCATION AT SIX (6) LAND MOBILE RADIO (LMR) SYSTEM SITES
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 real estate agreements substantially similar in form to the enclosed Amendments to Site Access Agreements (SAAs) for four (4) Land Mobile Radio (LMR) System sites as identified in Enclosure 1. These amendments will allow the County of Los Angeles to collocate, install, operate and maintain County public safety communications equipment at these Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) LMR System sites. This letter also requests delegated authority to the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similarly in form to Enclosure 1 for LMR Sites Rolling Hills Transmit (RHT) and San Pedro Hill (SPH).

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 1 to the SAAs with the County of Los Angeles (County) for LMR Sites Black Jack Peak (BJM), Castro Peak (CPK), Dakin Peak (DPK), and Tower Peak (TWR) to allow the County to collocate and install, operate and maintain County public safety communications equipment at these sites and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines")

AGENDA ITEM I

Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project.

2. Find that the approval and execution of additional Amendments to SAAs and other needed real estate agreements with the County and underlying land owners, as applicable, for LMR Sites RHT and SPH, 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.
3. Authorize the Executive Director to complete negotiations, finalize and execute Amendments to SAAs identified herein for LMR Sites BJM, CPK, DPK and TWR, on a gratis basis, substantially similar in form to the agreements attached hereto as Enclosure 1, and for any needed additional future amendments for the term of the SAAs for these 4 sites, 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 Amendments to SAAs for other LMR Sites RHT and SPH, on a gratis basis, substantially similar in form to the agreements attached hereto as Enclosure 1, and for any needed additional future amendments for the term of the SAAs for these two sites, all of which must have approval as to form from Counsel to the Authority.

BACKGROUND

Your Board previously approved and authorized the Executive Director to enter into SAAs with the County of Los Angeles for the use of Sites BJM, CPK, DPK, RHT, SPH and TWR to provide the Authority with licenses to use a portion of these sites owned or leased by the County as LMR communications sites. As part of these SAAs, the County reserved rights to and the SAA contemplated that the County will collocate with the Authority on the Authority’s new LMR communications tower at these six (6) sites after they have been constructed. At Site SPH, the SAA also contemplated County’s collocation inside the Authority’s new communications equipment shelter. These collocations will also enable the existing County towers at five sites (BJM, CPK, RHT, SPH and TWR) to be removed to meet conditions of jurisdictional planning and coastal development permit approvals or underlying property owner approval for the construction of the LMR communications towers that were predicated on replacement and removal of an existing tower at these County-owned or leased sites. Amendments are necessary now for all 6 SAAs to confirm the specifics of the collocation, and what additional applicable terms will apply to the County for its use of the LMR sites.

Amendments No. 1 to the SAAs for Sites BJM, CPK, DPK and TWR memorialize the mutually agreed placement of County's equipment on the Authority's communications towers now that the County has notified the Authority of its intent to exercise its reserved rights to start collocation in the near future, and the LMR system as-built details for these sites are available to verify space availability and equipment compatibility. The Amendments to the SAAs for these sites also include provisions that make obligations in the SAA mutual for the parties pertaining to County's collocation, installation, operation and maintenance of equipment on and/or in Authority owned facilities at these sites, such as indemnification and prior review and approval of proposed changes to the County's collocated equipment. Additionally, the Amendments clarify maintenance responsibilities between the parties and, due to limited space at these sites, allow future discussion of sharing use of the parties' emergency generator and fuel tank where feasible when one of the parties' equipment is at end-of-life.

Delegated authority is requested for the Executive Director to complete negotiations, finalize and execute Amendments to SAAs for Sites BJM, CPK, DPK and TWR in substantially similar form to Enclosure 1 attached to this Board letter.

In addition, delegated authority is also requested for the Executive Director to complete negotiations, finalize and execute Amendment to the SAA for LMR Sites RHT and SPH, substantially similar in form to the agreements attached as Enclosure 1. Granting approval for the execution of these proposed Amendments will fulfill the terms of our SAAs with the County as well as provide pathway for tower replacement completion by the Authority and the County in compliance with jurisdictional permitting and/or underlying property owner requirements. We will return to your board to seek approval for work pertaining to removal of the existing County towers at CPK, SPH and TWR once a contractor or agency has been sourced for the work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Amendments No.1 to the SAAs with County of Los Angeles for Sites BJM, CPK, DPK, RHT, SPH and TWR include provisions that make obligations in the SAA mutual for both the Authority and the County pertaining to County's collocation, installation, operation and maintenance of County equipment on Authority built infrastructure at these sites. The proposed Amendments are anticipated to better ensure compatibility between both parties' systems and operations and further supports public safety communications in the region.

FISCAL IMPACT/FINANCING

No additional fiscal impact is anticipated.

ENVIRONMENTAL DOCUMENTATION

Approval and execution of Amendments No. 1 to the SAAs for Sites BJM, DPK, RHT, SPH and TWR to allow County's collocation, installation, operation and maintenance of communications equipment on the LA-RICS LMR towers at these locations and in the equipment shelter at SPH 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 Notices of Exemption with the County Clerk for these six LMR Sites in accordance with Section 21152(b) of the California Public Resources Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a faint circular stamp.

SCOTT EDSON
EXECUTIVE DIRECTOR

NY:mbc

Enclosure

c: Counsel to the Authority

**AMENDMENT NO. 1 TO
SITE ACCESS AGREEMENT
BLACK JACK MOUNTAIN COMMUNICATIONS SITE**

THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT BLACK JACK MOUNTAIN COMMUNICATIONS SITE (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this ____ day of _____ 2023 ("Effective Date").

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, COUNTY and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Black Jack Mountain Communications Site ("SAA") dated November 1, 2020 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

WHEREAS, the coastal development permit for the new LMR communications tower ("LMR Tower") required the removal of the COUNTY's preexisting communications tower, therefore parties have agreed to collocate on the new LMR Tower;

WHEREAS, pursuant to Section 7.03 of the SAA, the COUNTY reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for COUNTY's and its sublessee CONSERVANCY's use, which is defined in the SAA collectively as "COUNTY Facilities, et al," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

WHEREAS, the parties wish to amend the SAA to facilitate the migration and co-location of COUNTY and its sublessee CONSERVANCY's equipment on the LA-RICS AUTHORITY LMR Tower.

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

AGREEMENTS

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

2. Amendment to Section 1, LMR Site. The following new Paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The COUNTY's reservation of right to use a portion of the tower space for collocation of the COUNTY Facilities, et al on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the COUNTY will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to COUNTY's and its sublessee CONSERVANCY's collocation on the telecommunications tower, and the approved plans will be incorporated by reference as Exhibit C.1, Site Plan for County of Los Angeles and CONSERVANCY Collocation at Black Jack Telecommunications Site, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the COUNTY and its sublessee CONSERVANCY for its COUNTY Facilities, et al."

3. Amendment to Section 2, Purpose and Use. The following new Paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the COUNTY and its sublessee CONSERVANCY to install, collocate, operate and maintain its COUNTY Facilities, et al on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the COUNTY and its sublessee CONSERVANCY for its COUNTY Facilities, et al."

4. Amendment to Section 3, Approvals/Design Review. The following new Paragraph 3.05 shall be added to the end of Section 3 of the SAA:

"3.05 All terms and conditions contained in Paragraphs 3.01 to 3.04 applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the COUNTY and its sublessee CONSERVANCY for COUNTY Facilities, et al. CONSERVANCY will also pay the LA-RICS AUTHORITY for its design and approval review of CONSERVANCY's equipment comprising the COUNTY Facilities et al. at the rates set by the LA-RICS AUTHORITY."

5. Amendment to Section 4, Term. The following new paragraph shall be added to the end of Section 4 of the SAA:

"The COUNTY's and its sublessee CONSERVANCY's rights hereunder with respect to the COUNTY Facilities, et al are commensurate with the term of the SAA. The COUNTY's use of the LMR Tower shall automatically extend in the event the SAA

is extended or renewed. COUNTY's collocation of the COUNTY Facilities, et al shall automatically terminate in the event that the SAA is terminated."

6. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment. The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the COUNTY, CONSERVANCY, or COUNTY's third-party sublicensees, or future alterations to COUNTY's, CONSERVANCY'S or COUNTY's third-party sublicensee's equipment, (not including "like-kind" replacements). In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the COUNTY and CONSERVANCY, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at COUNTY's and CONSERVANCY's option, COUNTY and CONSERVANCY may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The COUNTY and CONSERVANCY shall not commence installation of COUNTY's and CONSERVANCY's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's, review and approval of the plans shall not release the COUNTY and the CONSERVANCY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The COUNTY and CONSERVANCY shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The COUNTY and CONSERVANCY shall not cause or permit any change of any equipment installed by the COUNTY and CONSERVANCY, including power outputs or changes in the use of frequencies described in **Exhibit B.1**, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements."

7. Revisions to Section 9, Maintenance. Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. **MAINTENANCE**

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

9.02 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors,

including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from COUNTY, COUNTY may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by COUNTY." This section shall also apply to the COUNTY, its sublessee Conservancy, and third party sublicensees for their use of the LMR Tower at the LMR Site.

8. Amendment to Section 11, Other Operational Responsibilities. The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.02 Operation by COUNTY.

(a) COUNTY shall install, operate and modify its own equipment for the COUNTY Facilities, et al on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) COUNTY, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) COUNTY, and its authorized agents shall conduct the COUNTY Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct COUNTY Permitted Activities in the manner heretofore described.

(d) COUNTY, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Facilities, et al and any and all fixtures and personal property belonging to COUNTY and its sublessee CONSERVANCY that are installed on or placed within the LMR Tower, 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."

9. Amendment to Section 13, Access To LMR Site. The following new paragraph shall be added to the end of Section 13 of the SAA:

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

10. Amendment to Section 16, Utilities. Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted

Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

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

16.03 The parties currently have separate meters. However, in the event separate utilities or meters are no longer feasible, as determined by the LA-RICS AUTHORITY and COUNTY, and there is a need to share a common utility and a submeter is possible, the LA-RICS AUTHORITY and COUNTY agree that LA-RICS AUTHORITY and COUNTY (the latter inclusive of its sublessee CONSERVANCY) shall each be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 Due to limited space at Black Jack, in order to minimize the number of disparate equipment, the parties agree to collaborate in good faith on agreement to share use of emergency generator and its fuel tank when feasible.

11. **Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

"18.1 COUNTY'S INSURANCE REQUIREMENTS

18.1.1 Without limiting COUNTY's obligations to LA-RICS AUTHORITY, COUNTY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. COUNTY may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. COUNTY shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. COUNTY may self-insure any of the insurance required under this Agreement. COUNTY will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by COUNTY of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS 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.** COUNTY 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 and COUNTY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

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

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and

equipment, against loss or damage until completion and acceptance by COUNTY and the LA-RICS AUTHORITY if required.

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

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

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

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of COUNTY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified 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.

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

18.1.3 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 SAA.

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

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

18.1.6 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 Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by COUNTY to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until COUNTY has complied with the aforementioned insurance requirements and shall be suspended during any period that COUNTY fails to maintain said insurance policies in full force and effect."

12. Amendment to Section 22, LA-RICS Facility Removal. The following new paragraph shall be added to the end of Section 22 of the SAA:

"22.03 Prior to removal of the LMR Tower, LA-RICS AUTHORITY shall first offer the COUNTY the option to retain the improvements subject to the COUNTY's assumption of any of LA-RICS AUTHORITY's obligations or liens as to the improvements. In the event the County approves removal of the communications tower pursuant to Section 1.05, COUNTY, CONSERVANCY and its third-party sublicensees must vacate the LA-RICS Facility prior to the removal of the tower. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed."

13. Amendment to Section 25, Assignment. Paragraph 25.06 of Section 25, Assignment of the SAA shall be deleted in its entirety and replaced with the following new Paragraph 25.06:

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

the LA-RICS Facility or its operations. The LA-RICS AUTHORITY will need to review and approve, and be a party to any necessary agreements with CONSERVANCY and its tenants for use of space on the LMR Tower."

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

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

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

16. Modification. The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both COUNTY and LA-RICS AUTHORITY.

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

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

19. Counterparts; Electronic Signatures. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record,

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

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

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

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

EXHIBIT A

SITE ACCESS AGREEMENT

[To Be Inserted]

EXHIBIT B.1

COUNTY'S EQUIPMENT LIST

[To Be Inserted]

EXHIBIT C.1

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK
TELECOMMUNICATIONS SITE**

[INCORPORATED BY REFERENCE]

[To be Inserted]

**AMENDMENT NO. 1 TO
SITE ACCESS AGREEMENT
CASTRO PEAK TELECOMMUNICATIONS SITE**

THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT CASTRO PEAK TELECOMMUNICATIONS SITE (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this ____ day of _____ 2023 ("Effective Date").

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Castro Peak Telecommunications Site ("SAA") dated December 20, 2016 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

WHEREAS, the coastal development permit for the new LMR communications tower ("LMR Tower") required the removal of the County's preexisting communications tower, therefore parties have agreed to collocate on the new LMR Tower;

WHEREAS, pursuant to section 7.03 of the SAA, the County reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

WHEREAS, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY LMR Tower.

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

AGREEMENTS

1. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

2. Amendment to Section 1, LMR Site. The following new paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

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

3. Amendment to Section 2, Purpose and Use. The following new paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

4. Amendment to Section 4, Term. The following new paragraph shall be added to the end of Section 4 of the SAA:

"The County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

5. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment. The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR Tower. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to

the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's, review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any equipment installed by the County, including power outputs or changes in the use of frequencies described in **Exhibit B.1**, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements."

6. Revisions to Section 9, Maintenance. Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. **MAINTENANCE**

9.01 In lieu of installing a new shelter for equipment at the LMR Site, LA-RICS AUTHORITY is using an existing County shelter that was emptied where County equipment was removed to accommodate the LMR Project, with LA-RICS AUTHORITY's LMR equipment currently occupying the entire shelter. The shelter has an existing automatic/clean agent fire suppression system (FSS), air conditioning units (ACs), emergency ventilation system/exhaust fan (EVS), and shelter lighting, and the LA-RICS Authority is using the shelter and all appurtenant equipment "as-is" for the LMR System at the LMR Site. LA-RICS AUTHORITY agrees that it will maintain the existing shelter equipment listed above (FSS, ACs, etc.) and will be responsible for maintaining the equipment and shelter while it is the exclusive shelter user/tenant.

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

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

7. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.03 Operation by County.

(a) County shall install, operate and modify its own equipment for the County Facilities on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.

(d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors."

8. **Amendment to Section 13, Access To LMR Site.** The following new paragraph shall be added to the end of Section 13 of the SAA:

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

9. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

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

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

16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 The LA-RICS AUTHORITY and County are currently both using the County's existing generator. County shall be responsible for the reasonable costs to maintain and operate the existing generator. However, County makes no guarantees regarding continued provision or replacement of the existing generator. Exhibit B, the LARICS AUTHORITY "Equipment List", list permits LA-RICS AUTHORITY's to install its own generator and associated fuel storage. Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

10. **Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

"18.1 COUNTY'S INSURANCE REQUIREMENTS

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. County shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS 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.** County 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 and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

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

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

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

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

- Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of County's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.
- Workers Compensation and Employers' Liability Insurance.** or qualified 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.

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

18.1.3 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 SAA.

18.1.4 Notification of Incidents. County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under

this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

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

18.1.6 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 Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be suspended during any period that County fails to maintain said insurance policies in full force and effect."

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

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

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

conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Modification.** The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both County and LA-RICS AUTHORITY.

14. **Effectiveness of Lease.** Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

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

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

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

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

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

EXHIBIT A

SITE ACCESS AGREEMENT

[To Be Inserted]

EXHIBIT B.1

COUNTY'S EQUIPMENT LIST

[To Be Inserted]

EXHIBIT C.1

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK
TELECOMMUNICATIONS SITE**

[INCORPORATED BY REFERENCE]

[To Be Inserted]

**AMENDMENT NO. 1 TO
SITE ACCESS AGREEMENT
DAKIN PEAK COMMUNICATIONS SITE**

THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT DAKIN PEAK COMMUNICATIONS SITE (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this ____ day of _____ 2023 ("Effective Date").

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, COUNTY and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Dakin Peak Communications Site ("SAA") dated January 26, 2021 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

WHEREAS, pursuant to Section 7.03 of the SAA, the COUNTY reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for COUNTY's use, which is defined in the SAA collectively as "COUNTY Facilities, et al," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

WHEREAS, the parties wish to amend the SAA to facilitate the migration and co-location of COUNTY equipment on the LA-RICS AUTHORITY LMR Tower.

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

AGREEMENTS

1. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

2. **Amendment to WHEREAS Clause 6.** WHEREAS Clause 6 of the SAA shall be deleted in its entirety and replaced with the following new WHEREAS Clause:

"**WHEREAS**, COUNTY allows LA-RICS AUTHORITY to build a new one-hundred and eighty-foot-tall (180ft.) tower using LA-RICS AUTHORITY'S grant funding source in order to accommodate LA-RICS, COUNTY and COUNTY's sublicensee(s) (if any)."

3. **Amendment to Section 1, LMR Site.** The following new Paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The COUNTY's reservation of right to use a portion of the tower space for collocation of the COUNTY Facilities, et al on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the COUNTY will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to COUNTY's and its sublicensees (if any) collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles and its sublessees (if any) Collocation at Dakin Peak Communications Site, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the COUNTY for its COUNTY Facilities, et al."

4. **Amendment to Section 2, Purpose and Use.** The following new Paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the COUNTY and its sublicensees (if any) to install, collocate, operate and maintain its COUNTY Facilities, et al on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the COUNTY for its COUNTY Facilities."

5. **Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The COUNTY's rights hereunder with respect to the COUNTY Facilities, et al are commensurate with the term of the SAA. The COUNTY's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed."

COUNTY's collocation of the COUNTY Facilities, et al shall automatically terminate in the event that the SAA is terminated."

6. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment. The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY and PAC BELL shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the COUNTY or COUNTY's third-party sublicensees, or future alterations to COUNTY's or COUNTY's third-party sublicense's equipment, (not including "like-kind" replacements) to be installed on the LMR tower and at the LMR Site. Approval for COUNTY's equipment shall not be unreasonably withheld. In addition, LA-RICS AUTHORITY and PAC BELL shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the COUNTY, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at COUNTY's option, COUNTY may choose to have a representative to accompany LA-RICS AUTHORITY and PAC BELL during any such inspection. The COUNTY shall not commence installation of COUNTY's equipment until LA-RICS AUTHORITY and PAC BELL has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's and PAC BELL's, review and approval of the plans shall not release the COUNTY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The COUNTY shall be responsible for notifying LA-RICS AUTHORITY and PAC BELL and all other relevant parties immediately upon discovery of such omissions and/or errors. The COUNTY shall not cause or permit any change of any equipment installed by the COUNTY, including power outputs or changes in the use of frequencies described in Exhibit B.1, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements."

7. Revisions to Section 7, Installation. Section 7.03 of Section 7, Installation, of the SAA shall be deleted in its entirety and replaced with the following new paragraph:

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

8. Revisions to Section 9, Maintenance. Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. MAINTENANCE

9.01 LA-RICS AUTHORITY shall be responsible for grounds maintenance of the portions of Dakin Peak occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from COUNTY, COUNTY may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by COUNTY.

9.02 The County shall be responsible for grounds maintenance of the portions of Dakin Peak excluding the LMR Site.

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

9. Amendment to Section 11, Other Operational Responsibilities. The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.02 Operation by COUNTY.

(a) COUNTY shall install, operate and modify its own equipment for the COUNTY Facilities, et al on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) COUNTY, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) COUNTY, and its authorized agents shall conduct the COUNTY Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct COUNTY Permitted Activities in the manner heretofore described.

(d) COUNTY, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment, et al and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, 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."

10. Amendment to Section 13, Access To LMR Site. The following new Paragraph 13.02 shall be added to the end of Section 13 of the SAA:

"13.02 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY

and COUNTY mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

11. **Amendment to Section 14, Emergency Access by County.** Section 14 of the SAA shall be deleted in its entirety and replace with the following new paragraph:

"14. EMERGENCY ACCESS BY COUNTY

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

12. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. UTILITIES

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

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

16.03 The Parties currently have separate meters. However, in the event separate utilities or meters are no longer feasible, as determined by the LA-RICS AUTHORITY and COUNTY, and there is a need to share a common utility and a submeter is possible, the LA-RICS AUTHORITY and COUNTY agree that each

shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 Due to the limited space at the LMR Site, the County's generator and fuel tank were removed to accommodate the development of the LMR Site. Given that the parties have agreed to split maintenance responsibility for generators at a number of other LMR sites, the LA-RICS AUTHORITY agrees to COUNTY's use of LA-RICS AUTHORITY's existing generator. LA-RICS AUTHORITY shall be responsible for the reasonable costs to maintain and operate the existing generator for its and COUNTY's use. However, LA-RICS AUTHORITY makes no guarantees regarding continued provision or replacement of the existing generator. Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

13. **Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

"18.1 COUNTY'S INSURANCE REQUIREMENTS

18.1.1 Without limiting COUNTY's obligations to LA-RICS AUTHORITY, COUNTY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. COUNTY may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. COUNTY shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. COUNTY may self-insure any of the insurance required under this Agreement. COUNTY will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by COUNTY of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS 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.** COUNTY 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 and COUNTY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

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

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by COUNTY and the LA-RICS AUTHORITY if required.

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

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

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

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of COUNTY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified 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.

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

18.1.3 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 SAA.

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

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

18.1.6 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 Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by COUNTY to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until COUNTY has complied with the aforementioned insurance requirements and shall be suspended during any period that COUNTY fails to maintain said insurance policies in full force and effect."

14. Amendment to Section 22, LA-RICS Facility Removal. The following new Paragraph 22.03 shall be added to the end of Section 22 of the SAA:

"22.03 If LA-RICS AUTHORITY has to remove its LA-RICS Facility from the LMR Site, COUNTY and its third-party Sublicensees must vacate the LA-RICS Facility prior to the removal of the tower. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed."

15. Amendment to Section 25, Assignment. The following new Paragraph 25.06 shall be added to the end of Section 25 of the SAA:

"25.06 COUNTY shall have the right to lease or license the use of space on LA-RICS AUTHORITY's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS AUTHORITY. County shall submit any proposed lease or license to the LA-RICS AUTHORITY for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS AUTHORITY's telecommunications pole shall not interfere with LA-RICS AUTHORITY's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by COUNTY shall be retained by COUNTY, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license."

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

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

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

18. Modification. The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both COUNTY and LA-RICS AUTHORITY.

19. Effectiveness of Lease. Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

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

21. Counterparts; Electronic Signatures. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge

and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. COUNTY and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

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

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

By: _____
Senior Deputy

EXHIBIT A

SITE ACCESS AGREEMENT

[To Be Inserted]

EXHIBIT B.1

COUNTY'S EQUIPMENT LIST

[To Be Inserted]

EXHIBIT C.1

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK
TELECOMMUNICATIONS SITE**

[INCORPORATED BY REFERENCE]

[To Be Inserted]

**AMENDMENT NO. 1 TO
SITE ACCESS AGREEMENT
TOWER PEAK COMMUNICATIONS SITE**

THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT TOWER PEAK COMMUNICATIONS SITE (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this ____ day of _____ 2023 ("Effective Date").

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, COUNTY and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Tower Peak Communications Site ("SAA") dated November 5, 2020 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

WHEREAS, the coastal development permit for the new LMR communications tower ("LMR Tower") required the removal of the COUNTY's preexisting communications tower, therefore parties have agreed to collocate on the new LMR Tower;

WHEREAS, pursuant to Section 7.03 of the SAA, the COUNTY reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for COUNTY's use, which is defined in the SAA collectively as "COUNTY Facilities, et al," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

WHEREAS, the parties wish to amend the SAA to facilitate the migration and co-location of COUNTY equipment on the LA-RICS AUTHORITY LMR Tower.

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

AGREEMENTS

1. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

2. **Amendment to WHEREAS Clause 5.** WHEREAS Clause 5 of the SAA shall be deleted in its entirety and replaced with the following new WHEREAS Clause:

"**WHEREAS**, COUNTY allows LA-RICS AUTHORITY to build a new one-hundred and fifty-foot-tall (150 ft.) tower to replace the County-owned tower using LA-RICS AUTHORITY'S grant funding source in order to accommodate LA-RICS, COUNTY and COUNTY's sublicensee(s) (if any)."

3. **Amendment to Section 1, LMR Site.** The following new Paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The COUNTY's reservation of right to use a portion of the tower space for collocation of the COUNTY Facilities, et al on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the COUNTY will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to COUNTY's and its sublicenses (if any) collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles and its sublessees (if any) Collocation at Tower Peak Communications Tower, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the COUNTY for its COUNTY Facilities, et al."

4. **Amendment to Section 2, Purpose and Use.** The following new Paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the COUNTY and its sublicensees (if any)to install, collocate, operate and maintain its COUNTY Facilities, et al on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the COUNTY for its COUNTY Facilities."

5. **Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The COUNTY's rights hereunder with respect to the COUNTY Facilities, et al are commensurate with the term of the SAA. The COUNTY's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed."

COUNTY's collocation of the COUNTY Facilities, et al shall automatically terminate in the event that the SAA is terminated."

6. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment. The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the COUNTY or COUNTY's third-party sublicensees, or future alterations to COUNTY's or COUNTY's third-party sublicense's equipment, (not including "like-kind" replacements) to be installed on the LMR tower and at the LMR Site. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the COUNTY, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at COUNTY's option, COUNTY may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The COUNTY shall not commence installation of COUNTY's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's, review and approval of the plans shall not release the COUNTY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The COUNTY shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The COUNTY shall not cause or permit any change of any equipment installed by the COUNTY, including power outputs or changes in the use of frequencies described in Exhibit B.1, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements."

7. Revisions to Section 7, Installation. Section 7.03 of Section 7, Installation, of the SAA shall be deleted in its entirety and replaced with the following new paragraph:

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

8. Revisions to Section 9, Maintenance. Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. **MAINTENANCE**

9.01 LA-RICS AUTHORITY shall be responsible for grounds maintenance of the portions of Tower Peak occupied by the LMR Site, and such maintenance

responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from COUNTY, COUNTY may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by COUNTY.

9.02 The County shall be responsible for grounds maintenance of the portions of Tower Peak excluding the LMR Site.

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

9. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.02 Operation by COUNTY.

(a) COUNTY shall install, operate and modify its own equipment for the COUNTY Facilities, et al on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) COUNTY, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) COUNTY, and its authorized agents shall conduct the COUNTY Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct COUNTY Permitted Activities in the manner heretofore described.

(d) COUNTY, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment, et al and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, 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."

10. **Amendment to Section 13, Access To LMR Site.** The following new Paragraph 13.02 shall be added to the end of Section 13 of the SAA:

"13.02 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and COUNTY mutually agree that emergency repairs are necessary to ensure

access, they may separately agree to share the pro rata costs for such emergency repairs."

11. Amendment to Section 14, Emergency Access by County. Section 14 of the SAA shall be deleted in its entirety and replace with the following new paragraph:

"14. EMERGENCY ACCESS BY COUNTY

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

12. Amendment to Section 16, Utilities. Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. UTILITIES

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

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

16.03 The Parties currently have separate meters. However, in the event separate utilities or meters are no longer feasible, as determined by the LA-RICS AUTHORITY and COUNTY, and there is a need to share a common utility and a submeter is possible, the LA-RICS AUTHORITY and COUNTY agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 Due to the limited space at the LMR Site, the County's generator and fuel tank were removed to accommodate the development of the LMR Site. Given that the parties have agreed to split maintenance responsibility for generators at a number of other LMR sites, the LA-RICS AUTHORITY agrees to COUNTY's use of LA-RICS AUTHORITY's existing generator. LA-RICS AUTHORITY shall be responsible for the reasonable costs to maintain and operate the existing generator for its and COUNTY's use. However, LA-RICS AUTHORITY makes no guarantees regarding continued provision or replacement of the existing generator. Due to the limited space available at the LMR sites it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

13. **Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

"18.1 COUNTY'S INSURANCE REQUIREMENTS

18.1.1 Without limiting COUNTY's obligations to LA-RICS AUTHORITY, COUNTY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. COUNTY may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. COUNTY shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. COUNTY may self-insure any of the insurance required under this Agreement. COUNTY will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by COUNTY of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS 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.** COUNTY 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 and COUNTY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

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

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

General Aggregate:	\$2 million
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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.

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

18.1.3 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 SAA.

18.1.4 Notification of Incidents. COUNTY shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably

be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of COUNTY's actual knowledge of such occurrence.

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

18.1.6 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 Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by COUNTY to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until COUNTY has complied with the aforementioned insurance requirements and shall be suspended during any period that COUNTY fails to maintain said insurance policies in full force and effect."

14. Amendment to Section 22, LA-RICS Facility Removal. The following new Paragraph 22.03 shall be added to the end of Section 22 of the SAA:

"22.03 If LA-RICS AUTHORITY has to remove its LA-RICS Facility from the LMR Site, COUNTY and its third-party Sublicensees must vacate the LA-RICS Facility prior to the removal of the tower. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed."

15. Amendment to Section 25, Assignment. The following new Paragraph 25.06 shall be added to the end of Section 25 of the SAA:

"25.06 COUNTY shall have the right to lease or license the use of space on LA-RICS AUTHORITY's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS AUTHORITY. County shall submit any proposed lease or license to the LA-RICS AUTHORITY for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS AUTHORITY's telecommunications pole shall not interfere with LA-RICS AUTHORITY's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by COUNTY shall be retained by COUNTY, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license."

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

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

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

18. Modification. The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both COUNTY and LA-RICS AUTHORITY.

19. Effectiveness of Lease. Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

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

21. Counterparts; Electronic Signatures. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. COUNTY and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same

force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

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

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

APPROVED AS TO FORM:

DAYWN R. HARRISON
County Counsel

By: _____
Senior Deputy

By: _____
Senior Deputy

EXHIBIT A

SITE ACCESS AGREEMENT

[To Be Inserted]

EXHIBIT B.1

COUNTY'S EQUIPMENT LIST

[To Be Inserted]

EXHIBIT C.1

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK
TELECOMMUNICATIONS SITE**

[INCORPORATED BY REFERENCE]

[To Be Inserted]



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 2023

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

Dear Directors:

**2023 SCHEDULE OF LA-RICS BOARD MEETINGS
REGULAR MEETING LOCATION REVISED**

SUBJECT

On December 1, 2022, the Board approved the 2023 Schedule of LA-RICS Regular Board Meetings, with the location of the regular meetings to occur LASD Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Regular Meeting (1st Thursday of the month)	Meeting Via
January 5, 2023	Teleconference
February 2, 2023	Teleconference
March 2, 2023	In-Person
April 6, 2023	In-Person
May 4, 2023	In-Person
June 1, 2023	In-Person
July 6, 2023	In-Person
August 3, 2023	In-Person
September 7, 2023	In-Person
October 5, 2023	In-Person
November 2, 2023	In-Person
December 7, 2023	In-Person

Due to scheduling issues with the Crime Lab, a new meeting location for the regular meetings is needed. It is recommended the Board approve the new meeting location of the County of Los Angeles Sheriff's Department, Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

AGENDA ITEM J

RECOMMENDED ACTIONS

It is recommended that your Board continue with the previously approved 2023 Schedule of LA-RICS Regular Board Meetings, but approve the new meeting location and that all in-person Regular Meetings for this year be held at 9:00 a.m. Pacific Time, at the County of Los Angeles Sheriff's Department, Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will update the location for each Regular Meeting of this Board for the remainder of 2023.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

July 6, 2023

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

Dear Directors:

APPROVE AN INCREASE TO THE BUDGET FOR UNFORESEEN LAND MOBILE RADIO TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK

SUBJECT

The Authority is seeking Board approval to increase the project budget for unanticipated, unforeseen Land Mobile Radio (LMR) construction and installation work to be performed by Metrocell Construction, Inc. (Metrocell) at LMR System Sites, like antenna migration work, electrical work, weed abatement work, and generator refueling services, for a total aggregate increased amount of \$137,393 and delegate authority to the Executive Director to issue change orders, amendments and notices to proceed within this project budget.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that the approval of certain work as described herein to be performed at certain LMR System Sites continue to be within the scope of the activities previously authorized by your Board, which your Board found to be either (1) categorically exempt from review under CEQA pursuant to 14 Cal. Regs. Sections 15301, 15302, 15303 and/or 15304; (2) statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project; or (3) are within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under CEQA on March 29, 2016, and that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable and that there are no changes to the project at any LMR System Sites covered in the Final EIR or to the circumstances under which the project is undertaken at these sites that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously

AGENDA ITEM K

identified significant effects. In the event that work is required at an LMR System Site that has not been analyzed and authorized previously under the aforementioned CEQA findings, the Authority will return to your Board and recommend the requisite finding.

2. Delegate authority to the Executive Director to:
 - a. Increase the project budget by an additional \$137,393 from \$150,000 to \$287,393 for contingent, unforeseen, and unanticipated construction and installation work that may be necessary at LMR System Sites.
 - b. Issue one (1) or more Change Orders and Notices to Proceed (NTP) for the work contemplated at the MCI site as well as unforeseen work needed at any LMR System Sites, provided they are within the project budget and approved as to form by Counsel to the Authority.

BACKGROUND

On March 24, 2022, your Board approved among other things, the adoption, advertising, and award of a contract by way of a competitive Invitation for Bids (IFB) for the LMR MCI site. The resulting competitive IFB also contained an additive alternate bid requirement soliciting unit prices from proposers for potential work that may be requested by the Authority at other LMR sites. The resultant lowest Bidder was authorized to perform additional unforeseen, unanticipated work at other non-MCI LMR System Sites that the Authority's LMR contractor, Motorola Solutions, Inc. (MSI), could not or would not perform. Moreover, at this meeting, your Board delegated authority to the Executive Director to execute said resultant contract for a total project budget not-to-exceed amount of \$1,309,987 as outlined in the table below:

Item No.	Site Name	Site Type	Project Budget for MCI Base Scope	Project Budget for Potential Site Enhancements	Contingency Amount for Unforeseen LMR Construction and Installation Work	Total Not to Exceed Project Budget Amount
1.	MCI	Collocation	\$676,408	\$483,579	\$150,000	\$1,309,987
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:						\$1,309,987

In connection with your Board's approval, on March 29, 2022 the Authority issued an IFB for the LMR MCI site work. On May 18, 2022, the Authority entered into an Agreement with Metrocell to perform construction and installation work at the MCI site as well as to perform unforeseen, unanticipated work at other LMR System Sites, as needed.

As Metrocell's original bid amount was \$849,573 for the base MCI scope, it extended into the estimated project budget for potential site enhancements at the MCI site, which reduced the project budget for MCI site enhancements to \$310,414. To date, four (4) change orders have been processed and issued to Metrocell in connection with the MCI site for a total aggregate amount of \$131,660 out of the \$310,414 budget.

With respect to other LMR System Sites, to date, four (4) additional change orders have been processed and issued to Metrocell, for work performed at other LMR System Sites as follows: two (2) change orders for work at Mirador (MIR), one (1) change order for work at Johnstone Peak 2 (JPK2), and one (1) change order for work at Green Mountain (GRM), for a total aggregate amount of \$70,600 out of the \$150,000 budget.

Item No.	Site Name	Site Type	Contract Amount for MCI Base Scope	Project Budget for Potential Site Enhancements	Contingency Amount for Unforeseen LMR Construction and Installation Work	Total Not to Exceed Project Budget Amount
1.	MCI	Collocation	\$849,573	\$310,414	\$150,000	\$1,309,987
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:						\$1,309,987

As we approach Final LMR System Acceptance and the one-year Warranty Period, there is a need for additional work to be performed at other LMR System Sites such as, but not limited to, antenna migration work, electrical work, weed abatement work, and generator refueling services. The weed abatement is particularly urgent given the start of fire season. The proposed project budget increase contemplates the potential change orders for unforeseen, unanticipated work at LMR System Sites that MSI is unable and/or declines to perform through Final LMR System Acceptance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to increase the project budget amount for unforeseen work at LMR System Sites by \$137,393. Additionally, approval of the recommended actions will authorize the Executive Director to issue appropriate change notices, amendments and associated NTPs for said work. An augmentation to the unforeseen LMR work contingency budget will allow for certain antenna migration work, electrical work, weed abatement work, and generator refueling services required prior to Final LMR System Acceptance.

Item No.	Site Name	Site Type	Contract Amount for MCI Base Scope	Project Budget for Potential Site Enhancements	Contingency Amount for Unforeseen LMR Construction and Installation Work	Total Not to Exceed Project Budget Amount
1.	MCI	Collocation	\$849,573	\$310,414	\$287,393	\$1,447,380
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:						\$1,447,380

FISCAL IMPACT/FINANCING

The aggregate increase to the project budgets for unforeseen work at other LMR System sites is in the amount of \$137,393 and will be fully funded by the Urban Areas Security Initiative (UASI) 2022 grant and by California State Budget Act funds of 2022.

ENVIRONMENTAL DOCUMENTATION

With respect to work that may occur at other LMR System Sites, as the CEQA lead agency, the Authority has previously determined from November 13, 2014 to August 5, 2021 that design, construction, implementation, operation and maintenance at these LMR system sites are either (1) categorically exempt from review under CEQA pursuant to 14 Cal. Regs. Sections 15301, 15302, 15303 and/or 15304; or (2) statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption; or (3) the Authority has evaluated the environmental impacts of the project in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended action related to the sites in the Final EIR are for project activities that are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable. Moreover, there have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for LMR System sites in the Final EIR that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and has 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:mbc

c: Counsel to the Authority