

# **AGENDA**

# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

#### **BOARD OF DIRECTORS MEETING**

Thursday, March 3, 2016 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

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

#### AGENDA POSTED: February 26, 2016

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

#### Members:

- 1. Jim McDonnell, Chair, Sheriff, County of Los Angeles Sheriff's Dept.
- 2. Daryl L. Osby, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
- 3. Sachi Hamai, CEO, County of Los Angeles
- 4. Cathy Chidester, Dir., EMS Agency, County of LADHS
- 5. Bill Walker, Fire Chief, City of Alhambra Fire Dept.
- 6. Larry Giannone, Chief of Police, City of Sierra Madre Police Dept.
- 7. Mark R. Alexander, City Manager, CA Contract Cities Assoc.
- 8. Kim Raney, Chief of Police, City of Covina Police Dept.
- 9. Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.
- 10. Michael Langston, Chief of Police, City of Signal Hill Police Dept.

#### Alternates:

Dean Gialamas, Division Dir., County of Los Angeles Sheriff's Dept.
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
John Geiger, General Manager, CEO, County of Los Angeles
Karolyn Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Chris Donovan, Fire Chief, City of Monrovia Fire Dept.
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
David Povero, Captain, City of Covina Police Dept.

Chris Nunley, Captain, City of Signal Hill Police Dept.

#### Officers:

Patrick Mallon, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Priscilla Lara, 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. February 4, 2016 Regular Meeting MinutesAgenda Item A
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR (None)
- VI. REPORTS (B-C)
  - B. Director's Report Pat Mallon
    - LTE Project Status
      - LTE Environmental Status
      - LTE Construction Status
      - LTE Contract Status
    - LMR Project Status
      - LMR Environmental Status
      - LMR Contract Status
  - C. Project Manager's Report Pat Mallon

Agenda Item C

#### VII. DISCUSSION ITEMS (D)

D. Outreach Update

Agenda Item D



#### VIII. ADMINISTRATIVE MATTERS (E-F)

#### E. AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES CONTRACT

It is recommended that your Board:

Approve Amendment No. 2 to the Professional Services Contract with O'Meallain, Ltd., substantially similar in form to Enclosure.

Agenda Item E.

# F. PROFESSIONAL SERVICES CONTRACT WITH RADELEFF CONSULTING, INC.

It is recommended that your Board:

Approve the Professional Services Contract with Radeleff Consulting, Inc., substantially similar in form to Enclosure.

Agenda Item F

#### IX. MISCELLANEOUS - (None)

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

#### XI. CLOSED SESSION REPORT

 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))
 Title: Executive Director

2. PUBLIC EMPLOYMENT

(Government Code Section 54957(b)(1))

Title: Executive Director

3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)



#### XII. ADJOURNMENT and NEXT MEETING:

Thursday, April 7, 2016, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



#### **BOARD MEETING INFORMATION**

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

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



# BOARD OF DIRECTORS MEETING MINUTES

# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

February 4, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

#### **Board Members Present:**

**Bill Walker**, Fire Chief, City of Alhambra Fire Dept. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.

#### **Alternates For Board Members Present:**

Dean Gialamas, Division Dir., alternate for Jim McDonnell, Chair, Sheriff, Los Angeles County Sheriff's Dept. Chris Bundesen, Asst., Fire Chief, alternate for Daryl L. Osby, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept. John Geiger, General Manager, alternate for Sachi Hamai, CEO, County of Los Angeles Karolyn Fruhwirth, Asst., Dir., alternate for Cathy Chidester, Dir., EMS Agency, County of Los Angeles DHS Derek Webster, Captain, alternate for Kim Raney, Chief of Police, City of Covina Police Dept.

#### **Officers Present:**

Susy Orellana-Curtiss, Administrative Deputy, for Patrick Mallon, LA-RICS Executive Director

#### Absent:

Mark R. Alexander, City Manager, CA Contract Cities Assoc.



#### I. CALL TO ORDER

Director Dean Gialamas called the meeting of the Board to order.

#### II. ANNOUNCE QUORUM – Roll Call

Director Gialamas acknowledged that a quorum was present and asked for a roll call.

#### III. APPROVAL OF MINUTES (A)

#### A. January 7, 2015 - Regular Meeting Minutes

Director Gialamas asked for a motion to approve, Board Member Larry Giannone motioned first, seconded by Alternate Board Member Chris Bundesen. The Board's consensus was unanimous.

Ayes 7: Gialamas, Bundesen, Geiger, Fruhwirth, Walker, Giannone, and Webster.

MOTION APPROVED.

#### IV. PUBLIC COMMENTS - (None)

#### V. CONSENT CALENDAR – (None)

#### VI. REPORTS (B-D)

#### B. Director's Report – Pat Mallon

Director Gialamas stated Executive Director Pat Mallon is not available and Administrative Deputy Susy Orellana-Curtiss is here on his behalf. Administrative Deputy Orellana-Curtiss informed the Board that Executive Director Mallon sends his regrets for missing this meeting. He is recovering from a procedure he had since our last Board meeting. Director Gialamas asked that she send Executive Director Mallon our best wishes from the Board.

#### Long Term Evolution (LTE) Project Status

#### LTE Grant Extension

Administrative Deputy Orellana-Curtiss stated as reported to you last month, we are continuing dialog with the National Telecommunications and Information Administration (NTIA) to clarify a path forward on any work that we can do to expand the Public Safety Broadband Network (PSBN) system in what we are referring to as LTE Phase II.

February 4, 2016 Page 2

# **AGENDA ITEM A**



We have committed to provide NTIA with an action plan, similar to what we submitted to them as a Corrective Action Plan (CAP) in the past, demonstrating how we plan to implement the next phase of LTE deployment. This will include all anticipated costs, time frames and the areas we will target with additional sites to improve coverage.

We have received coverage maps from Motorola for both mobile and outdoor portable devices. From these maps, we can identify those areas with predictable shortfalls in our desired coverage. Examples of such shortfalls are the area around Cal Poly Pomona, some areas of the San Gabriel Valley, Long Beach, the Rancho Palos Verde peninsula, most certainly the South Bay coast line (from Torrance north to Santa Monica), and areas near Burbank and Crescenta Valley/La Canada Flintridge.

We are looking at sites considered in the initial list of approximately 750 sites as well as some of the Southern California Edison (SCE) distribution stations, and court houses as an example. We are projecting a delivery of that plan in the mid-February timeframe. NTIA has communicated that they are looking at whether LA-RICS can meet the 20% match requirement, and we are currently evaluating whether that can happen and if not, what match requirement can be met.

#### LTE Construction Status

Construction status of fixed LTE sites was concluded, with 63 sites completed. Performing the punch list function for each site is ongoing with deficiencies being scheduled for correction. 14 of the Cell on Wheels (COWS) are in place: 10 at SCE sites pending an agreement with SCE for power and backhaul installation: 2 at County of LA Water Works sites – Up and running, 1 at the Sheriff's STAR Center – Up and running, 1 at the California Highway Patrol (CHP) station in Woodland Hills-Up and pending backhaul. The last of the 15 COWS will be modified to ensure that it is available as a Deployable for emergency and event response. The last COW will require some modification to become truly deployable as the initial plan for the equipment was for a longer term deployment.

#### Testing and optimization

Motorola encountered a problem with their testing software during their initial attempts. Problem is resolved and they are proceeding with optimization. Cluster tuning will be conducted on a total of 8 clusters in the system followed by the grid coverage testing. The results of that coverage will serve as confirmation of the basis of system improvements under LTE Phase II. The coverage maps now in hand are computer models only and the final maps will be generated on a grid by grid basis (this process will likely continue through April 2016).



#### LMR Environmental Status

Administrative Deputy Orellana-Curtiss stated that in regards to the Programmatic Environmental Assessment (PEA), the draft Programmatic Environmental Assessment and Biological Report have been submitted to Federal Emergency Management Agency (FEMA). We are hopeful of receiving National Environmental Policy Act (NEPA) clearance in late March early April 2016. We are concurrently conducting outreach to the other federal agencies on whose land we are proposing LMR installations. Specifically, the US Forest Service is interested in using the LMR System and has been a good partner thus far to expedite their review.

#### LMR Environmental Impact Report (EIR) / (CEQA)

The Draft EIR was released for public comment on January 11, 2015, for public comment starting on January 12, 2016. Outreach meetings have been conducted and will be discussed in the Outreach Report, Agenda Item D. The Public Comment period will conclude on February 25, 2016. The Final EIR is expected to be released in Mid-March, and will require a "Special" Board Meeting for the Board to consider.

#### LMR System Design

As reported in December, the opting out of the City of Los Angeles has changed the landscape of system capacity requirements particularly within the City borders. A Notice to Proceed (NTP) has been issued to Motorola to begin the redesign of the system. A weekly meeting continues on a site by site basis for RF design. This includes: Zone drawings or 50% drawings are being reviewed with 75%, drawings to follow.

Director Gialamas stated that Chief Bundesen and he, representing the Chair and Co-Chair, met with the US Forest Services and they are very supportive with the environmental process and the additional sites on Forest properties. A good discussion took place and looks very promising.

#### C. Project Manager's Report – Pat Mallon

The Jacobs Project Management Report and Motorola Monthly Report are included in your package as Agenda Item C.

### VII. DISCUSSION ITEMS (D)

#### D. Outreach Update

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Land Mobile Radio (LMR) project.

Stakeholder outreach continues to involve support for the LMR Draft Environmental Impact Report (DEIR) public hearing period, the continued planning and initiation of



the first round of stakeholder meetings, and the continued development and distribution for the bi-monthly ongoing communications newsletter.

The following table represents Outreach Communication Presentations conducted since your last outreach update:

<u>Municipality</u>	<u>Presentation</u>
City of Whittier Police Department Technical Team	January 11, 2016
City of Compton	January 11, 2016
Cities of Lancaster	January 28, 2016

Administrative Deputy Orellana-Curitss stated in addition there have been Outreach Meetings in the City of Walnut on January 25, 2016; City of Canoga Park on January 26, 2016; City of Culver City on January 27, 2016; City of Lancaster on January 28, 2016; City of San Pedro on February 2, with the City of Avalon meeting moved to February 16, 2016 due to inclement weather. The Cities of Lancaster and San Pedro had one member from the public attend and the other cities had no members from the public attend.

#### E. UASI 2011 Grant Status Update

This item allows for discussion by your Board regarding the Urban Areas Security Initiative (UASI) 2011 LA-RICS grant award; provides an update on expenditures to date under the 2011 grant, status on the environmental process, anticipated date for the Finding of No Significant Impact (FONSI), and answer any questions your Board may have.

Administrative Deputy Orellana-Curtiss stated at the last Board meeting Board Member Cathy Chidester requested an update on the UASI 2011 Grant. As the Board has been briefed, the UASI 2011 Grant full award was restored to the LA-RICS Project. The full award totals \$18.2 Million; \$2.5 Million has been expended under the bridge subrecipient agreement, which the Grant Administrator provided LA-RICS prior to the restoration and the full grant award.

Administrative Deputy Orellana-Curtiss stated on Tuesday, February 2, 2016, LA-RICS received Amendment No.: 1 to the bridge subrecipient agreement, which restored the full award of \$18.2 Million. LA-RICS signatures have been secured and the document has been returned to the Mayor's Office for execution of signature. Upon execution of the document the project is able to submit claims for reimbursement on expenditures that have been incurred to date that have exceeded \$6 Million. In addition to the \$2.5 Million claimed, we do have a restriction that has been imposed by the grantor, which requires issuance of a FONSI by the Federal lead agency, FEMA, prior to us procuring or installing any equipment at sites. With the projected timeline of the Draft PEA being released on January 25, 2016, there was a change in direction made by FEMA. They required the Federal agencies



where we were proposing to build sites to have a 30-day review of the document before it is released for public comment. FEMA made a recommendation to reach out to the Grantor Administrator, the City of Los Angeles and the State of California (CalOES) to see if they would allow us to use some of their administrative close-out time, which they are allotted to close out the grant (90-days) in order to cover this unexpected extension into the timeline. The Mayor's Office reached out to us prior to our request for extension and informed us that they spoke with CalOES regarding the request for extension and that CalOES would be responding to us in writing to formally request we submit our request for extension; however, we have not received that notification to date. In the past we have worked with the Grant Administrator and have been able to close out the grant successfully on time and we believe they will allow us to use some of their close-out time.

LA-RICS partners are working closely to expedite the review of the documents. The current timeline will allow us to spend the UASI 2011Grant balance by the performance end date. Alternate Member Karolyn Fruhwirth asked if we do not get the extension than what will happen. Administrative Deputy Orellana-Curtiss stated there will be a request to FEMA to allow us to deploy equipment prior to the issuance of the FONSI. Director Gialamas asked has the grant administrator stated their willingness to help out with the extension. Administrative Deputy Orellana-Curtiss stated we have support from FEMA to ask for the extension and are now seeking support from the City and State. Director Gialamas stated both the Sheriff and Fire Department are sending a letter by email to expedite the review from FCC and the National Park Service.

#### VIII. ADMINISTRATIVE MATTERS (F)

#### F. UNCONTESTED ELECTIONS FOR AT-LARGE BOARD MEMBERS

It is recommended that your Board:

It is recommended that your Board appoint Inglewood and Signal Hill to At-Large Director Seats 2 and 4, respectively. It is anticipated that Mark Fronterotta, Chief of Police, Inglewood Police Department and Chris Nunley, Captain, Signal Hill Police Department will represent these member agencies.

At your meeting of December 17, 2015, your Board approved elections for At-Large Board Members and set Thursday, March 3, 2016, at 9:00 a.m., which is a regularly scheduled Authority meeting date, as the date for in person and/or mail-in ballot election of the three (3) At-Large Director and four (4) Alternate Director seats. As provided for in Section 3.01(8) of the Bylaws, if a seat is uncontested, the Board may appoint members to these seats.



The LA-RICS Executive Director notified member Cities of your Board's decision to set elections, and informed them of the deadline date of January 14, 2016, to submit a written statement to fill the vacant positions.

Counsel Truc Moore stated this action is to expand the Board and add two more members that are interested being represented on the Board. As the Board was previously informed, notices were sent to qualifying members to determine if anyone was interested in running for a Board seat. Since seats 2 and 4 are uncontested, we do not have to go through the election process. The Board can vote these two member agencies on.

Director Gialamas asked for a motion to approve, Alternate Member John Geiger motioned first, seconded by Board Member Larry Giannone. The Board's consensus was unanimous.

Ayes 7: Gialamas, Bundesen, Geiger, Fruhwirth, Walker, Giannone, and Webster.

MOTION APPROVED.

- IX. MISCELLANEOUS (None)
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD
- XI. CLOSED SESSION REPORT
  - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))
     Title: Executive Director
  - PUBLIC EMPLOYMENT (Government Code Section 54957(b)(1))
     Title: Executive Director
  - 3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

The Board entered Closed Session at 9:18 a.m., and returned to open session at 9:37 a.m.; Counsel Truc Moore stated that the Brown Act does not require a report.

#### XIII. ADJOURNMENT and NEXT MEETING:

Director Gialamas announced adjournment of this meeting at 9:38 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, March 3, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



#### **BOARD MEETING INFORMATION**

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# Los Angeles Regional Interoperable Communications System

#### **PROJECT DESCRIPTION**

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs. Most agencies utilize separate radio towers and equipment, often co-located as seen here, and separate radio frequencies.

Currently, there is duplication of costs and first responders cannot 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 construct, own, operate, and maintain a regional, interoperable public safety radio system. The program will establish 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. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network will utilize a pool of 88 existing communications sites and (2) Long Term Evolution (LTE) broadband data network will utilize a pool of 231 existing communications sites. Both systems will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across 5 program phases for each of the LMR and LTE projects:

Phase 1 - System design

Phase 2 - Site construction and modification

Phase 3 - Supply telecommunication system components

Phase 4 - Telecommunications system implementation

Phase 5 - Telecommunications system maintenance

Location:

2525 Corporate Place, Suite 100 Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable Communications System

Management:

**LA-RICS Project Team** 

Consultant:

**Jacobs Program Management Company** 

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



Monthly Report No. 47 For February, 2016 Submitted February 25, 2016

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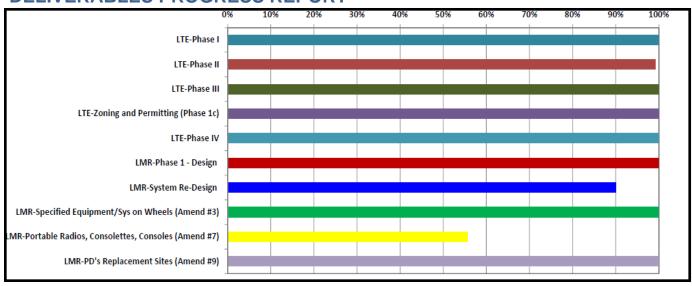
#### **PROGRAM DASHBOARD**

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY		NO CHANGE	
QUALITY		NO CHANGE	
SCHEDULE	•	CHANGE	LTE TESTING AND PROJECT CLOSE OUT WILL NOT COMPLETE UNTIL JUNE 2016
COST/BUDGET		CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	•	CHANGE	GRANT CAP RESPONSE AND COMPLETION OF SITES UNDER THE AMENDED PROGRAM
PROJECT STAFFING		CHANGE	STAFFING BUDGET FOR JACOBS LTE STAFF WILL BE 100% DEPLETED BEFORE THE LTE PROJECT CLOSEOUT IS COMPLETED

# **ACTIVITIES STATUS**

ITEM	STATUS	DUE DATE
LTE PHASE I	COMPLETED	AUGUST, 2015
LTE PHASE II	COMPLETED	SEPTEMBER, 2015
LTE PHASE III	COMPLETED	January, 2016
LTE ZONING AND PERMITTING (PHASE 1C)	COMPLETED	SEPTEMBER, 2015
LTE PHASE IV	IN PROGRESS	SEPTEMBER, 2016
LMR PHASE 1 DESIGN	COMPLETED	JULY, 2015
LMR SYSTEM RE-DESIGN	IN PROGRESS	MARCH, 2016
LMR SPECIFIED EQUIPMENT/SYS ON WHEELS (AMEN #3)	COMPLETED	JANUARY, 2016
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	DECEMBER, 2015
LMR PD's REPLACEMENT SITES (AMEND #9)	COMPLETED	JANUARY, 2016

## **DELIVERABLES PROGRESS REPORT**



## **LA-RICS MASTER CALENDAR**

		Λ	larch 20	16		
		117	(Proposed)			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 0900 - WESM Mtg 1030 - LMR Weekly Site & System Design Mtg 1400 - LMR Technical	2 1430 - CEO RED Weekly Meeting	3 JPA Board Mtg	4	5
		Meeting				
6	7 1400 – PSBN Warranty Period Implementation and Optimization Meeting	8 0900 - WESM Mtg  1030 - LMR Weekly Site & System Design Mtg  1400 - LMR Technical Meeting	9 1430 - CEO RED Weekly Meeting	10	11	12
13	14 1400 – PSBN Warranty Period Implementation and Optimization Meeting	15 0900 – WESM Mtg 1030 – LMR Weekly Site & System Design Mtg 1400 - LMR Technical Meeting	16 1430 - CEO RED Weekly Meeting	17	18	19
20	21 1400 – PSBN Warranty Period Implementation and Optimization Meeting	22 0900 - WESM Mtg 1030 - LMR Weekly Site & System Design Mtg 1400 - LMR Technical Meeting	23 1430 - CEO RED Weekly Meeting	24	25	26
27	28 1400 – PSBN Warranty Period Implementation and Optimization Meeting	29 0900 – WESM Mtg 1030 – LMR Weekly Site & System Design Mtg 1400 - LMR Technical Meeting	30 1430 - CEO RED Weekly Meeting	31		

#### LTE TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
  - Continued review of all shared LMR/LTE sites for LMR design efforts
- Routers were purchased for each of the COWS to assist in test and turn up in lieu of the permanent solution for BH
  - Permanent BH solution is scheduled for completion by end of Q2 2016
- Ongoing IMS activities
- Weekly LTE Development Meetings are ongoing and should continue adding technical updates through 2016
- LTE project reports:
  - Weekly Status Report
  - Monthly Status Reports
  - Integrated Master Schedule (IMS)
- PSBN Testing Plan is on going
- eNodeB pod testing was completed and TMR commissioning has been completed
- The MW installations are complete at all of the required sites
- Of the 15 COWS outfitted for LTE:
  - 14 are in place including grounding, antennas, and the fencing where required
  - Power and BH are scheduled for install by end of April, 2016 (subject to final SAA approval by SCE)
- SCE utility designs for each COW are completed
- Review of the Grant Requirements for the MSA with SCE are ongoing
- PSBN Cluster Tuning is nearly completed for all
   (8) Clusters and optimization for each cluster is running in parallel
- PSBN training for Authority and county personnel is scheduled through Q2 of 2016
- Jacobs is coordinating with the Authority for an expansion program for LTE with a proposed extension of B-Top funding by NTIA. Expansion plan will require NTIA approval.

#### LMR TECHNOLOGY UPDATES

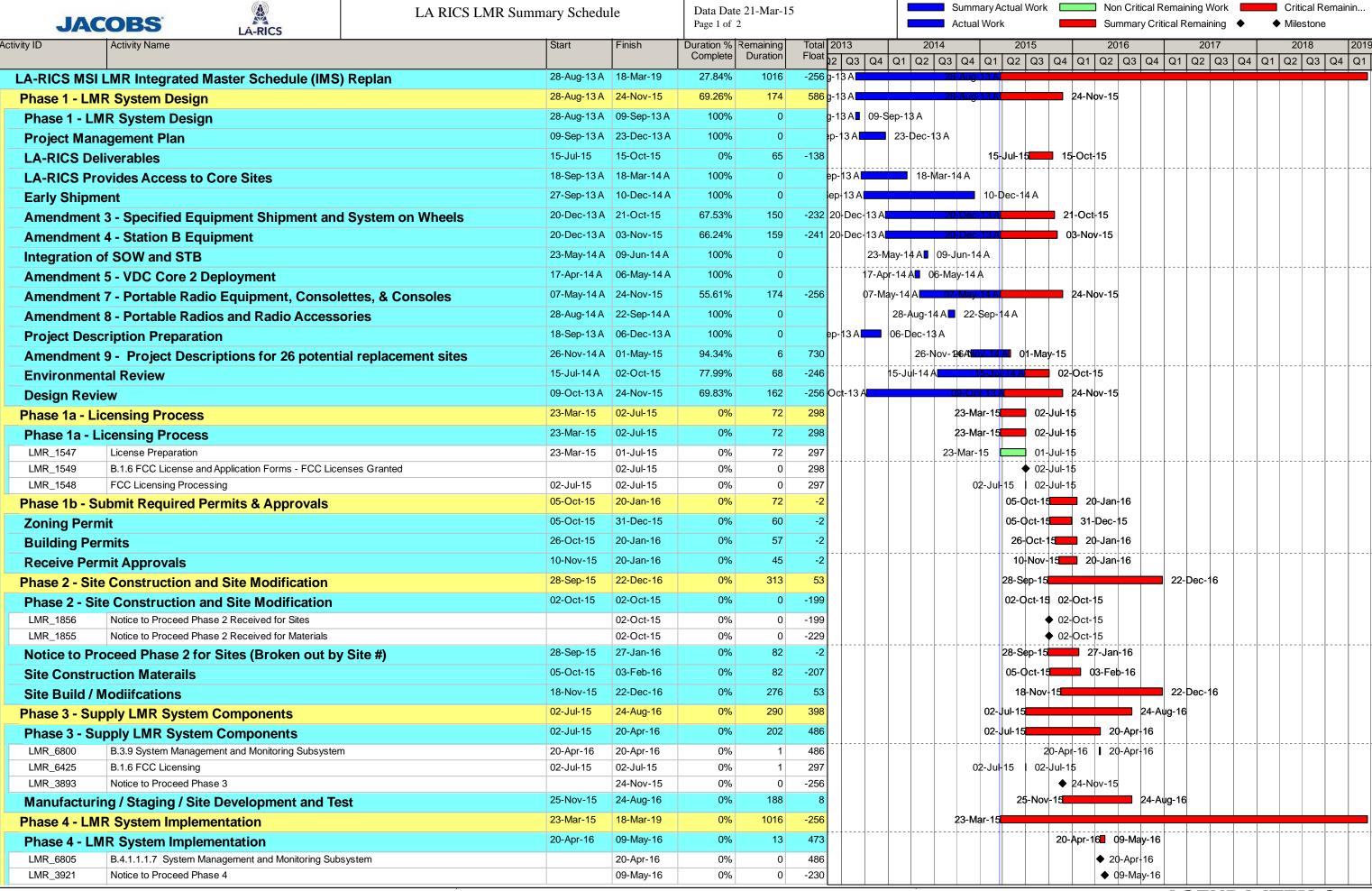
- LMR/LTE Shared Site Activities
  - Continued review of all shared 39 LTE/ LMR sites for LMR design efforts
- Ongoing Working Weekly LMR System Design and Site Documentation meetings
  - Over half of the 61 LMR Sites have been site walked and sketches are complete.
     MSI has been directed to start 50% drawings on the first 9 sites pertaining to UASI 11 grant funding.
- Ongoing Early Deployment engineering
  - Began to develop fleet mapping procedures for Sheriff Test radios
  - Acceptance Test Plans complete
- The final RF Design from MSI is scheduled for the end of March 2016
  - Weekly site design meetings with MSI and the Authority are ongoing.
  - RF design reviewed with Authority staff and Motorola to incorporate final comments
- Microwave Backhaul design analysis
  - Reviewed paths and reconfigured design to make the design more efficient by using fewer sites and closing local rings
- Ongoing FCC Licensing Meeting
  - Discussion of path forward for all licensing Issues
  - RFQ for FCC license T-Band frequency sets at all sites
  - 700 MHz planning and submission for additional five frequencies pairs and seeking Letters of Concurrence from current operators
- Ongoing LMR project reports received weekly/ monthly:
  - Weekly Status Report
  - Monthly Status Report
  - Integrated Master Schedule (IMS)
  - Site Analysis and Inclusion of USFS Sites
  - Participated in Joint Operations and Technical Committee meeting

#### LTE SITES/CIVIL DELIVERABLES

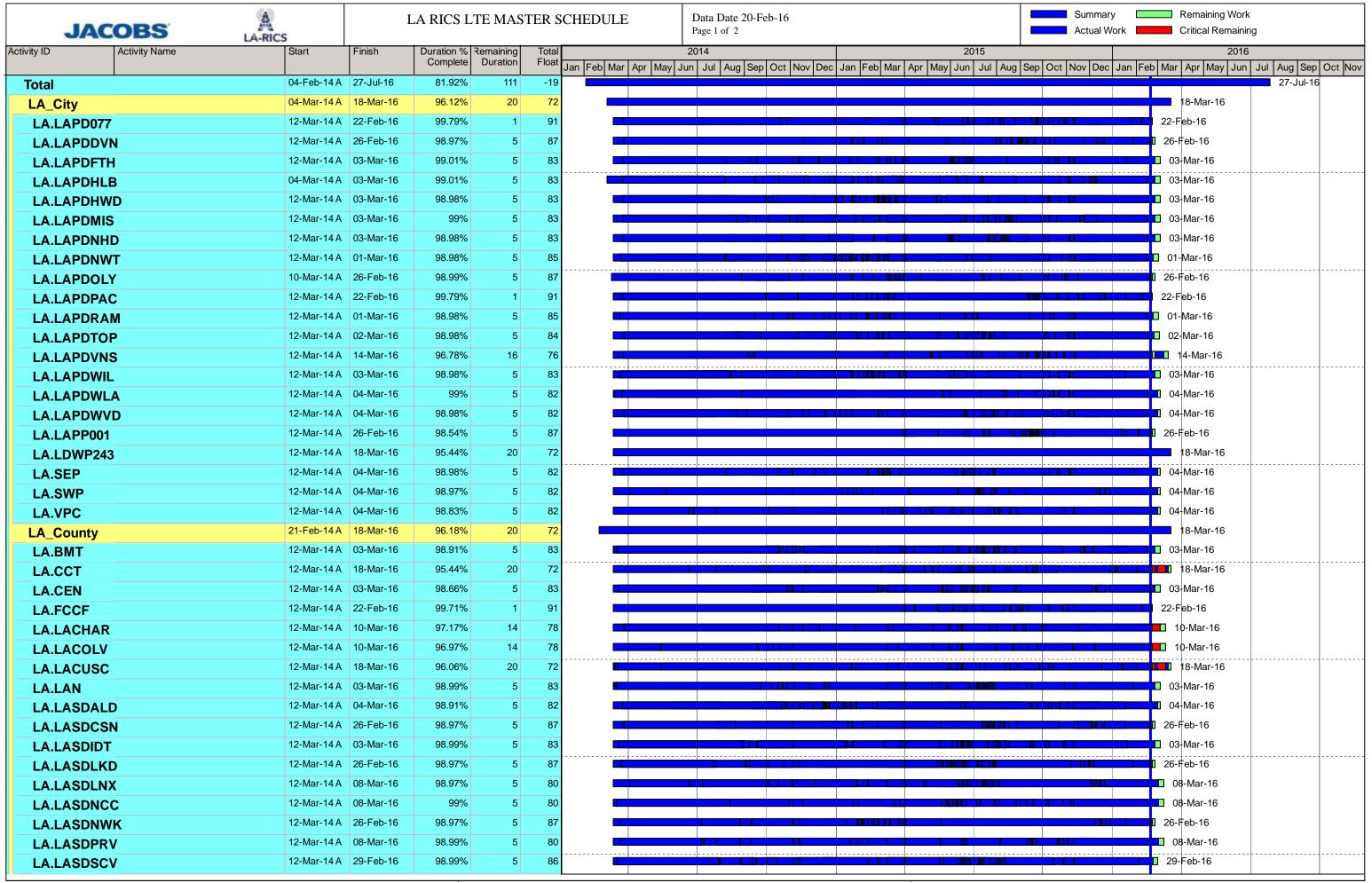
- Environmental quarterly report for SAC compliance to NTIA via email on January 29, 2016
- PSBN Cluster Tuning is nearly completed for all (8)
   Clusters and optimization for each cluster are running in parallel
- EME post studies are scheduled to begin in late
   February and complete sometime in late March
- Network Operations Center (NOCC)
  - Two (2) of the NOCC locations are completed including all hardware, one is at FCCF and the other is located at the LARICS HQ
  - SCC building is in the planning stages and Sherriff's are providing the space and room upgrades, including furniture, power etc.
- Further ongoing discussions regarding Network Upgrades for the Core
- PSBN training for all county folks are scheduled through Q2 of 2016
- Special Events planning is ongoing
  - Weekly meetings have been scheduled and individuals have been tasked with providing research for applications and logistics
- 14 COWS are in place including grounding, antennas, and fencing when required
  - The single remaining COW will be configured for an emergency mobile site
- Trenching for power conduits at CHPWVLLY has been completed. A request from the Chief to install an additional conduit is under review and should be completed by early 2016
- Punch-List site walks have been ongoing and are scheduled to be completed by end of February 2016
- Corrective Punch-List measures are to be completed by end of March 2016
  - Operations training has commenced for all Agencies and should continue through Q1 of 2016
- Motorola has submitted (5) initial punch list close out books for review

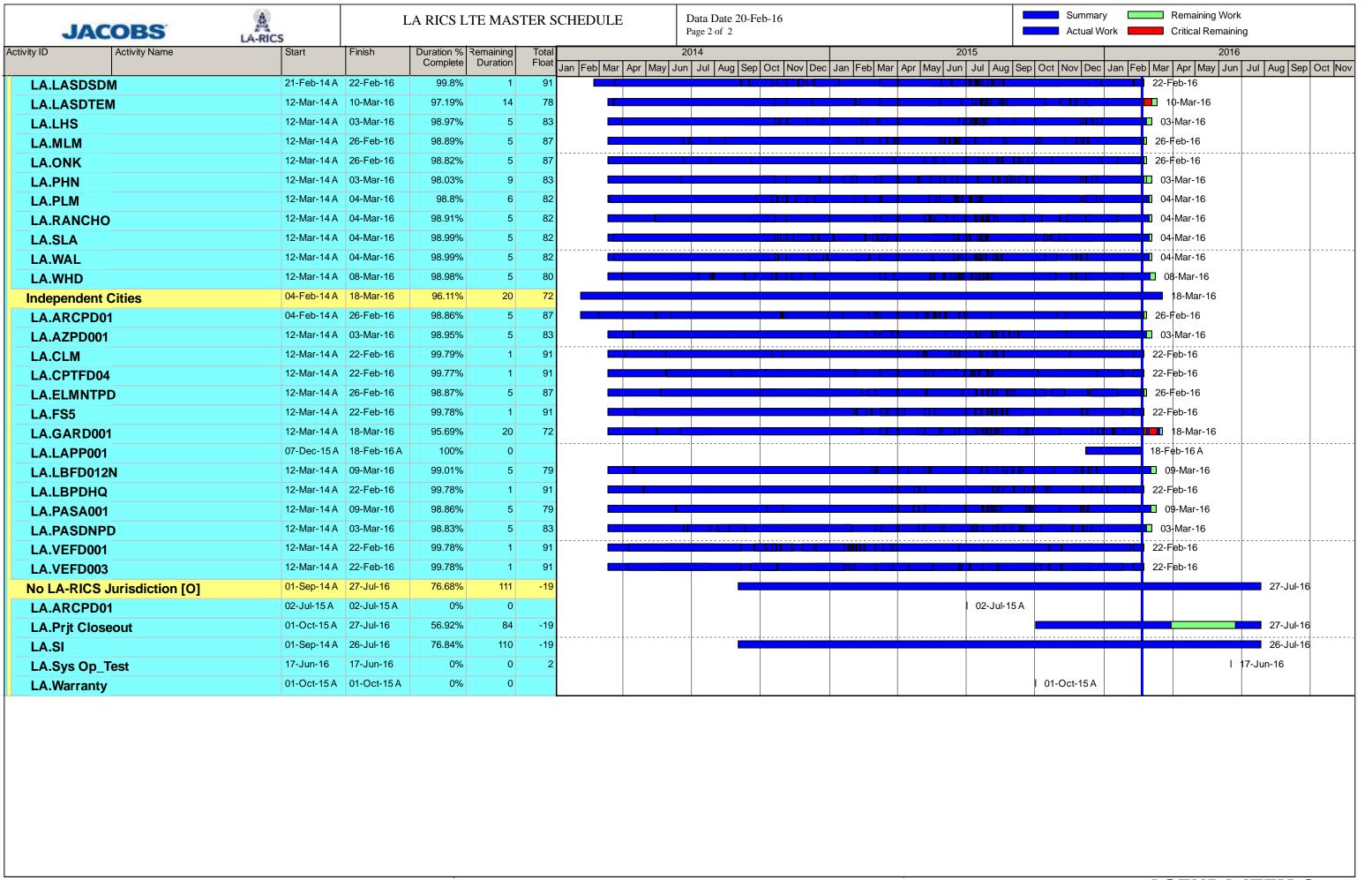
#### LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff, AECOM, and FEMA personnel to discuss NEPA approach for completing the PEA
- Jacobs prepared a track changes revision to the PEA and submitted it to FEMA on February 19, 2016
- Continued FCC 620/621 preparation and e106 upload for LMR sites
- Jacobs prepared data supporting NHPA exemptions for another five sites and provided for Authority review on February 15, 2016
- Jacobs prepared letters for FEMA to submit to USFWS addressing No-Effect sites and addressing the UASI 11 sites that are Not Likely to Adversely Affect sites and provided the letters to FEMA on February 16
- Jacobs prepared a draft Statement of Overriding Consideration, Findings, MMRP, and Responses to Comments on the DEIR for Authority review
- Jacobs attended site design walks with the Authority and MSI
- MSI/Jacobs design team have scheduled site visits to allow for the preparation of site sketches, 1A surveys and 50% Construction Drawing sets (CDs)
- 50 site sketches have been received for review and approval by the authority as of 2/18/2016
- 13 each 50% CD's have been received for review and approval by the authority as of 2/18/2016
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 2/22/2016, four (4) executed SAA's are in place



Activity Name    Start   Finish   Duration %   Remaining Ouration   Float   Duration %   Float   Float	JACOBS LA-RICS	LA RICS LMR Summ	nary Sched	ule	Data Date Page 2 of 2	e 21-Mar-15 2				Summary Actual Wo	rk		Su Su	ımmary	Critical R	emaining	•	◆ Milesto	
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# **Monthly Report #30**

**Reporting Period: 01/18/16 thru 02/12/16** 

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

Motorola Solutions, Inc.



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#### 1. Executive Summary

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

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

Motorola and the Authority continue working with the United States Forrest Service (USFS) to explore the possibility of using USFS sites to enhance coverage in the Angeles National Forest.

This month's report for the LA-RICS LMR program covers the reporting period from **01/18/16** through **02/12/16**. During this reporting period associated Phase 1 tasks were performed to include A&E activities, Frequency Coordination (continues after final site confirmation), system redesign, Site Access Agreements, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, and development of the 50% construction drawings (zoning documents). Once the Site Access Agreements and the Environmental Impact Report (EIR) process are complete, there will be a true up of the actual final site configuration and schedule for the LMR system.

The primary Phase 1 activities for this period include:

#### LMR System Redesign

LMR system redesign efforts continued this period to address the changes in sites identified in Amendment 16 and subsequent Amendments. System Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, and development of subsystem architecture changes based on the system redesign.

#### Site Design Activities

Site design activities for this period included site evaluation walks, site sketch development and submittals, site survey walks, project descriptions development and submittals for additional sites, and 50% construction drawings (zoning documents) development and submittal. Additional activities included power load studies and evaluation of as-built drawings for the applicable sites.

#### LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system's core switching network. Seven (7) agreements have been executed as of this reporting period.

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The Authority is making continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority's Outreach Program. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

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

LMR Projec	t Dashbo	ard	
Category	Rating	Change	Comments
Schedule			FONSI milestone is under review for determination of schedule.
Quality			No quality issues to report
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, and Site Conditions. FEMA has suggested an Environmental Process that has impacted the overall schedule.
Scope			Potential scope impacts. T.B.D. as project progresses on the system redesign and final site list.
Budget			Any budget impact due to environmental delay is yet to be determined.

#### 2. Project Status

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

## 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Project Descriptions	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings & Approvals	In Process

## 2.2 Tasks Planned for Next Period (02/15/16 thru 03/18/16)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	Completed
Prepare Preliminary Draft EHP/NEPA Form	Completed
Prepare EIR	Completed
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Project Descriptions	
Develop 9 Additional Project Descriptions (Amendment 15)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop 50% Construction Drawings & Approvals	In Process
Submittal of Zoning Drawings	Planning to Start
Develop 75% Construction Drawings and Approvals	Planning to Start

## 2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	Completed
Environmental Review & Documentation (Authority)	
CEQA Exemption Applicability & Eligibility Screening & Assessment	Completed
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	Completed
Lead Agency CEQA Determination	Completed
Consult Federal Agency and Prepare Draft NEPA Document	On Going
Prepare NEPA Document	Completed
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	Completed
Complete 9 Additional Project Descriptions Review (Amendment 15)	On Plan to Finish

Activity Name	Activity Status
LMR System Redesign	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Start
Phase 1b Submit Required Permits and Approvals	
See Environmental Review & Documentation tasks above	On Going
Site Design	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve 50% Construction Drawings	On Going
Review and Approve 75% Construction Drawings	On Plan to Start
Review and Approve Building Permit Packages	On Plant to Start

## 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition	Authority	High	Site condition differences from RFP to current	Active
Changes			condition may impact ability to implement	
			planned installations and delay or require	
			changes to LMR design (e.g. coverage, backhaul,	
			etc.). Changes in the LTE project and sites that	
			have dropped due to availability have had an	
			impact on the LMR at planned shared and or co-	
			located sites. Changes to system will be	
			addressed in the system redesign efforts.	
Environmental	Authority	High	The individual or collective determination of	Active
Process			environmental impacts or mitigations may	
			impact site work or even site viability.	
			Environmental review process is impacting	
			project implementation schedule.	
Site Access	Authority	High	Lease holders approvals are needed in order to	Active
Agreements			implement LA-RICS improvements at sites.	
Spectrum Availability,	Authority	High	Lack of frequencies may impact coverage and/or	Active
700 MHz			site viability, necessitating design changes.	

#### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Early Construction of Some Sites	Recent predictions on approval process are pushing
		expedited construction into Q2 2016 or later.
02-02	System Design impacts due to changes	Motorola and the Authority have analyzed probable
	in site conditions	site changes and suitable site replacement
		candidates. Adjusted tower heights at some of the
		sites may impact the coverage. System redesign
		efforts will determine system impacts.
05-01	Impacts of filing Environmental Impact	MSI incorporated the EIR milestones into the project
	Report	schedule which impacted the start of construction
		into 2016. MSI and Authority to continue with project
		schedule impact analysis to pull in project activities to
		improve revised project plan.

# **5. Disputes and Claims**

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

Dispute / Claim / Potential Claim	Status / Actions	<b>Resolution Date</b>
None to report this period		

#### 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 41,784,492
Cumulative Invoice Payments from Last Report	\$ 36,382,770
Total Invoice Payments This Period	\$ 0
Remaining Amount to be Paid	\$ 5,401,722

#### 7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities:

The project schedule for this report remains unchanged. Upon completion of the Environmental Impact Report and a revised site list for the system has been determined Motorola will develop a revised project schedule for the remaining site design tasks in Phase 1 and all of the tasks in Phases 2 through 4.

The Phase 1 section of the LMR project schedule is currently being developed to reflect the latest site design activities and with the anticipation of the pending approval of the Environmental Impact Report.

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# **Monthly Report - #24**

Reporting Period: 1/18/16 thru 2/12/16

**Los Angeles Regional Interoperable Communications System (LA-RICS) – Public Safety Broadband Network** 

Motorola Solutions, Inc.



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#### 1. Executive Summary

The Los Angeles Regional Interoperable Communications System - Public Safety Broadband Network (LA-RICS PSBN) project is a 700 MHz Long Term Evolution (LTE) public safety mobile broadband network that will provide broadband services across the County of Los Angeles for the Authority's Member Agencies.

The LA-RICS Authority was awarded a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant by Department of Commerce's National Telecommunications and Information Administration (NTIA) to deploy the LA-RICS PSBN system. The BTOP grant program requires that the LA-RICS PSBN system be compatible with the future Nationwide Public Safety Broadband Network (NPSBN) currently being designed and developed by FirstNet, an independent authority within the NTIA. Additionally the Authority executed a Spectrum Manager Lease Agreement (SMLA) with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (D-Block). The LA-RICS-PSBN system provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the National Public Safety Broadband Network (NPSBN).

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must have construction activities substantially completed by September 30, 2015 to be in compliance with the BTOP grant funding program. The cost for all Work performed that is not covered by the BTOP grant program will be the sole responsibility of the Authority. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

On March 10, 2014 the Authority issued **NTP 1** authorizing Motorola to begin all work in Phase 1 for System Design services. Phase 1 primary activities include:

- LA-RICS Deliverables
- Project Management Plans
- System Design
- Site Design
- RF Emissions Report
- Inventory and Management System

On April 7, 2014 the Authority issued **NTP 2** for **Amendment 2** to add detailed design services to Phase 1 for Additive Alternate No. 1, a Home Subscriber Server (HSS), and Additive Alternate No. 2, a Redundant Evolved Packet Core (EPC).

On June 20, 2014 the Authority issued **Amendment 3** to exercise the Unilateral Options for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

On June 20, 2014 the Authority issued **NTP 3** to begin limited work related to Phase 2 and Phase 3. Microwave equipment was excluded from NTP 3 until the Authority approves the backhaul design and issues a separate NTP. NTP 3 also authorized Motorola to proceed with all planning and non-site mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.

On July 10, 2014 the Board of Directors approved **Amendment 4** for Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components of Additive Alternate No. 1, a Home Subscriber Server (HSS) and Additive Alterative No. 2, a Redundant Evolved Packet Core (EPC).

On September 8, 2014 the Authority issued **NTP 4** to proceed with work related to Phase 3 Supply PSBN Components for Additive Alternate No. 1, a Home Subscriber Server (HSS). Phases 2 and 4 were excluded from NTP 4 as they relate to Additive Alternative No. 1. Per NTP 4, authorization to design and purchase the HSS have been issued but installation and implementation have been excluded.

On September 17, 2014 the Authority issued **NTP 5** authorizing Motorola to proceed with Work related to Site Construction and Site Modification under Phase 2 for Additive Alternate No. 1, Home Subscriber Server (HSS). With respect to Phase 2, Site Construction and Site Modification, the services to be performed for Additive Alternate No. 1 involve minor site preparation activities in order to receive applicable equipment racks within the existing communications rooms at the Fire Command and Control Facility.

On September 25, 2014 the Authority issued **NTP 6** authorizing Motorola to proceed with ordering 40 additional standard equipment packages. As of NTP 6, Motorola is not authorized to proceed with ordering any equipment that is dependent on final design approval from the Authority, including for microwave and backhaul, until such time as the Authority has approved the final design for such sites and issues an NTP. The final site and backhaul design will be completed within 60 days of the Authority finalizing site locations and tower configurations.

On September 26, 2014 the Authority issued **NTP 7** authorizing Motorola to proceed with Phase 4, PSBN Implementation Work. The work related to the installation of the Primary EPC at FCCF consists of installing, optimizing, testing, commissioning, and deploying all of the Authority-authorized portion of the PSBN including, without limitation, all hardware, software, physical and network infrastructure, data, and all other deliverables and other work necessary to implement the full functionality of the PSBN and training staff on the use of the PSBN. NTP 7 excludes installation of the System Management Monitoring Servers (SMMS - the servers required to manage and monitor the PSBN).

On October 1, 2014 the Authority approved **Amendment 6** for the removal of three (3) PSBN Sites and to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites. Amendment 6 increases the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

On October 10, 2014 the Authority issued **NTP 8** authorizing Motorola to modify the existing order of 40 sites contemplated in NTP No. 6 (standard antenna support structures - 70 foot undisguised monopoles) to order 40 sites worth of equipment considering any mix of antenna support structures (undisguised and/or disguised, with disguised antenna support structures limited to 31 sites pursuant to Amendment No. 6) that Motorola deems necessary to commence construction activities. As of this NTP, construction activities remain prohibited pending the Authority receiving FONSI and SHPO approvals.

On October 22, 2014 the Authority issued **NTP 9** authorizing Motorola to proceed with all Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at the County of Los Angeles' Fire Department's Fire Command and Control Facility (FCCF). The NTP included the statement: "Motorola Solutions has agreed to provide a fully geo-redundant SMMS configuration (to

begin implementation in November, 2015)." Motorola provided clarification that the agreement was still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

On November 4, 2014 the Authority issued **NTP 10** authorizing Motorola to begin construction on 94 sites provided within the NTP.

On December 2, 2014 the Authority issued **NTP 11** authorizing Motorola to proceed with all Work necessary for ordering and installing site routers and core routers at FCCF, LAPDVDC, and all sites for Phase 3, Supply PSBN Components. NTP also authorized Motorola to proceed with all Work related to Phase 3 for Additive Alternate 2 Redundant EPC to be located at LAPDVDC.

On December 2, 2014 the Authority issued **NTP 12,** authorizing Motorola to proceed with ordering an additional 75 PSBN Sites worth of standard equipment, such as antenna support structures Evolved Packet Core (EPC) components, eNodeB components, antennas, and associated accessories for all sites that are not dependent on final design approval. Additionally, Motorola is authorized to proceed with the ordering of all Work related to Phase 3, Supply PSBN Components, and Phase 4, PSBN Implementation, for TMR Cabinets and TMR battery backup components for 75 PSBN Sites.

On December 30, 2014 the Authority issued **NTP 13,** authorizing Motorola to begin construction on 31 City of Los Angeles Sites listed in NTP.

On December 31, 2014 the Authority approved **Amendment 7** to make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites.

On January 22, 2015 the Authority issued **NTP 14,** authorizing Motorola to proceed with ordering 25 vehicular routers.

On January 28, 2015 the Authority issued **NTP 15,** authorizing Motorola to begin construction on the two sites VEFD001 and VEFD003

On February 5, 2015 the Authority approved **Amendment 8** for the removal of thirty-six (36) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to reconcile the hose tower installation costs for twenty-eight (28) PSBN Sites. Amendment 8 decreases the Maximum Contract Sum from \$178,196,575 to \$166,254,679.

On March 3, 2015 the Authority issue **NTP 16**, authorizing Motorola to begin construction on the four sites; ARCPD01, AZPD001, ELMNTPD, LACF159.

On March 4, 2015 the Authority issue **NTP 17**, authorizing Motorola to proceed with ordering and implementing TMR cabinets for seventy-five (75) sites.

On March 3, 2015 the Authority and Motorola presented its project status report to the NTIA and NOAA representatives. The meeting highlighted the equipment procurement plan and implementation plan to deploy 182 sites by August 15, 2015. Motorola presented the updated PSBN system coverage maps based on the 182 sites.

On March 5, 2015 the Authority approved **Amendment 9** for the removal of twenty-four (24) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to accommodate various changes in civil construction scope at applicable sites.. Amendment 9 decreases the Maximum Contract Sum from \$166,254,679, to \$158,930,274.

On March 10, 2015 the Authority issue **NTP 18**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths identified in the approved PSBN backhaul design.

On March 18, 2015 the Authority issue **NTP 19**, authorizing Motorola to proceed with all Work related to Phase 4 (PSBN implementation) for Additive Alternate 2, Redundant Evolved Packet Core (EPC) at the Los Angeles Police Department Valley Dispatch Center (LAPDVDC).

On April 2nd, 2015 the Authority issued a formal **Suspension Order**, directing Motorola to halt the procurement equipment.

On April 3<sup>rd</sup>, 2015 the Authority received a **Stop Work Notice** for all work and was issued a Corrective Action Plan (CAP) from NOAA to be submitted by April 13, 2015. Between 3/3/15 and 3/13/15 Motorola produced numerous supporting coverage scenarios for the Authority to include within the CAP response.

On April 16, 2015 the Authority issued a letter to Motorola requesting a plan for reduced scope and an analysis of cost impact. A Schedule was released on 5/07/15 and is updated on a weekly basis.

On May 7, 2015 the Authority issued **NTP 20**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths remaining as part of the CAP site list.

On May 7, 2015 the Authority issued **NTP 21**, partially cancelling the Suspension Order that was issued on April 3, 2015 and authorized construction to resume at the 69 sites identified in the Corrective Action Plan.

On May 7, 2015 the Authority issued **NTP 22**, directing Motorola to 1) look at options are returning Additive Alternate No. 1, the Redundant Evolved Packet Core (EPC), assigned to the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Ericsson; (2) recover the redundant EPC for Motorola's use in other projects or (3) resell the Redundant EPC to a secondary market. Motorola is evaluating the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 12, 2015 the Authority issued **NTP 23**, authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola in order to create a link between the FCCF and the City fiber ring. NTP 23 was limited to the County portion of the design.

On May 15, 2015 the Authority issued **NTP 24**, authorizing Motorola to order leased fiber services from AT&T, Verizon, and Time Warner to provide connections between the applicable CAP sites and the FCCF EPC site.

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects,

or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 20, 2015 the Authority issued **NTP 26** Authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola to create a link between the EPC located at the Los Angeles County Fire Department's FCCF facility and the City Los Angeles fiber ring. NTP 26 expands upon the products and services in NTP 23 to include the City portion of the fiber scope.

On June 18, 2015 the Authority approved **Amendment 10** for the Inclusion of 15 Cell-On-Wheels and the Construction Restoration Work at 30 PSBN Sites.

On June 25, 2015 the Authority issued **NTP 27** Authorizing Motorola to proceed with all Phase 1 (System Design) Work for fifteen (15) Cell-On-Wheels (COWs) sites.

On June 30, 2015 the Authority issued **NTP 28** Authorizing Motorola to proceed with all Work related to construction restoration for thirty (30) PSBN Sites that have been removed from the program.

On June 30, 2015 the Authority issued **NTP 29** Authorizing Motorola to proceed with ordering nine hundred and seventy-five (975) VML-750 in-vehicle router units.

On July 16, 2015 the Authority approved **Amendment 11** to add 15 Cell-On-Wheels (COWs) and the PASDNPD site to the PSBN program.

On July 16, 2015 the Authority issued **NTP 30** Authorizing Motorola to proceed with all Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-On-Wheels (COWs).

On August 13, 2015 the Authority approved **Amendment 12** to remove forty-two (42) sites from the PSBN system, authorize the removal of seven (7) tower foundations at the applicable restoration sites, to purchase 5,000 Universal Integrated Circuit Cards (UICC), purchase of five (5) CISCO routers and five (5) corresponding units of data services, and approvals for applicable change orders.

On August 13, 2015 the Authority issued **NTP 31** Authorizing Motorola to proceed with ordering five thousand (5,000) standalone universal Integrated Circuit Cards (UICCs)

On September 1, 2015 the Authority issued **NTP 32** authorizing Motorola to proceed with ordering five (5) CISCO routers and five (5) corresponding units of data and related Work that are capable of operating a 4G cellular aircard on a commercial carrier that will allow Motorola and the Authority to temporarily test eNodeB sites in the event that the permanent backhaul solution is not available at the time of site commissioning.

On September 4, 2015 the Authority approved **Amendment 13** to confirm the prior removal of 77 additional sites.

On September 23, 2015 the Authority issued **NTP 33** authorizing Motorola to proceed with replacing the security certificates at the EPC core.

On October 9, 2015 the Authority approved **Amendment 14** to adjust the contract for scope changes to tower sites.

On October 15, 2015 the Authority issued **NTP 34** instructing Motorola to provide a portion of the training plan for 9 classes.

There were no new NTPs or Amendments during Reporting Period #21 (10/19/25 to 11/14/15).

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority;

(b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

On December 21, 2015 the Authority and Motorola executed Amendment 15 as described above.

#### This report covers the period from 1/18/16 to 2/12/16

During this period the primary project activities included; completion of remaining backhaul circuits, completion of site shakedown for all active sites, start of cluster tuning data collection and cluster tuning analysis, site punch list resolution and documentation, and preparation for system coverage testing.

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

<b>PSBN</b> Proje	PSBN Project Dashboard				
Category	Rating	Change	Comments		
Schedule			Testing, Training, Documentation, and Punchlist items remain on schedule to be completed during the Warranty Period 10/1/2015 to 9/30/2016.		
Quality			No current quality issues to report.		
Risk			Delay in delivery of final site documentation due to delays by MSI's construction subcontractors in submitting required documents.		
Scope			The contract has been amended to account for the remaining site tower and location changes.		
Budget			Authority indicates that NTIA has not yet authorized payment for spare and excess equipment that was shipped and delivered to the Authority. This item is under review by the Authority and NTIA.		

# 2. Project Status

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

# 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Provide Access and Escorts to EPC and RAN Sites	As Needed
System Design Activities	
Network Management System Design Update With Comments	In Progress
Site Construction (Phase 2)	
Permit Close-out for Applicable LTE Sites	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Process
Site Commissioning for LTE sites	Completed
Cluster Tuning Data Collection, Analysis and Verification	Started
Closeout documents & as-built drawings	In Progress

Activity Name	Activity Status
LTE Training	In Progress

# **2.2 Tasks Planned for Next Period (2/15/16 thru 3/18/16)**

The following depict the task activities that are planned for the next reporting period.

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	As needed
Construction Inspections	In Process
Site Construction (Phase 2)	
Permit Close-outfor Applicable LTE Sites	On Plan to Finish
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing	As Needed
COW Sites Install, Configuration, Commissioning / Test	In Progress
Cluster Tuning for LTE Sites	On Plan to Finish
PSBN Coverage Testing	On Plan to Start
MPE (EME) Site Surveys Post Construction	On Plan to Start
Submit Closeout documents & as-built drawings	In Progress
PSBN Training	In Progress

# 2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	On Plan to Finish
Acceptance Test Plan	
Revised ATP Review and Approvals	On Plan to Finish
Site Construction (Phase 2)	
Site Inspections & Permit Close-out	On Plan to Finish
System Implementation (Phase 4)	
EPC & Network Management Installation Testing (Potential Reconfiguration)	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	In Process
PSBN Coverage Testing Review	In Process
PSBN Training Attendance	In Process

Activity Name	Start
PSBN As-Built Documentation Review	In Process

# 3. Project Risk Register

For this monthly report, the following items are at risk.

Title	Assigned	Impact	Risk Description	Status
Equipment Order NTPs	LA-RICS	Med	NTP for core spare equipment	Authority reviewing needs

# 4. Areas of Concern

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

ID	Event / Circumstance Remedial Action Taken or Required	
	10 COW Sites have delayed Power and	Authority is working with SCE to bring power and
21-02	Backhaul	fiber to the COWs. (At issue is final lease agreement
	Backilaui	with SCE which is nearly complete).
23-02	Bypass Procedure for ATS Maintenance	MSI demonstrated by-pass procedure. Authority is
23-02	bypass Procedure for A13 Maintenance	reviewing the results.
		MSI construction subcontractors have been very slow
24-01	Final Site Documentation	in delivering final site documentation which may
		impact delivery delay.
		New training plan request has substantially more
24-02	Training Plan	students than originally contemplated. Authority is
24-02		reviewing against contract to determine if an RFQ is
		required.

# **5. Disputes and Claims**

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

Dispute / Claim / Potential Claim	Status / Actions	<b>Resolution Date</b>

# 6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 14.

PSBN Invoice Payment Category	Inv	oice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$	102,456,877
Cumulative Invoice Payments from Last Report	(\$	58,983,457)
Total Invoice Payments This Period	(\$	2,014,508)
Remaining Amount to be Paid	\$	41,458,912

# 7. LA-RICS PSBN Project Schedule

Final Documentation, Testing, Punchlist Resolution, and Training are scheduled to be completed by end of July 2016 all in accordance with Amendment #15 issued in December 2015. This Monthly Report is being submitted with a copy of the schedule update corresponding to the Data Date for the reporting period.

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See attached PSBN Summary Schedule (PDF file)



# 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

PATRICK J. MALLON EXECUTIVE DIRECTOR

March 3, 2016

To:

LA-RICS Authority Board of Directors

From:

Patrick J. Mallon

**Executive Director** 

#### **OUTREACH UPDATE**

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Land Mobile Radio (LMR) project.

Stakeholder outreach continues to involve planning and initiation of stakeholder meetings, and the continued development and distribution for the bi-monthly ongoing communications newsletter. Support for the LMR Draft Environmental Impact Report (DEIR) public hearing period was completed on February 16, 2015, with the final meeting being held at the Catalina Island Country Club. No member of the public attended the Catalina Island meeting.

The following table represents Outreach Communication Presentations conducted since your last outreach update:

Municipality	Presentation
Orange County Supervisor Shawn Nelson (District 4)	February 10, 2016
City of Avalon City Council	February 16, 2016
Signal Hill Homeowners Association	February 17, 2016
Agoura Hills Homeowners Association	February 18, 2016

LA-RICS Board of Directors March 3, 2016 Page 2

The Outreach and Technical Teams met with the Office of Orange County Supervisor Shawn Nelson to discuss the Olinda site. Executive Director Pat Mallon and Environmental Lead Specialist Jim Hoyt made a presentation to the Avalon City Council regarding the three proposed LMR sites at Catalina Island. The Signal Home Owners Association (HOA) and the Agoura Hills HOA received presentations regarding the proposed LMR sites in their perspective jurisdictions. The purpose of the stakeholder outreach meetings is to continue to provide an update on LA-RICS, re-introduce LMR, and provide updates on California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), site access agreements, and the construction notification process. The goal of the outreach team is to meet with the City Manager, Fire and Police personnel, and/or representatives from Planning Departments or Information Offices of the jurisdictions.

Additionally, in the month of February, the Outreach Team conducted door-to-door outreach in the cities of Palmdale (PLM), Compton (CCT), and the City of Los Angeles (APC and FCCF).

The Outreach Team also distributed an LA-RICS Dispatch special alert, informing stakeholders of the rescheduled public review meeting on Catalina Island and coordinated the update of the website to reflect the revised draft EIR information.

Lastly, the Outreach Team prepared materials for Site Access Agreement meetings with Homeowners Associations in Signal Hill and Agoura Hills.

PJM:WST:pl



# 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

DEAN GIALAMAS
Division Director
County of Los Angeles Sheriff's Department

March 3, 2016

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

Dear Directors:

#### AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES CONTRACT

## <u>SUBJECT</u>

Board approval is requested to authorize an amendment to the Professional Services Contract with Patrick J. Mallon, dba O'Meallain Ltd. (O'Meallain) to revise the Scope of Work, extend the contract term by one (1) year to and including April 30, 2018, and make other revisions as contained in Amendment No. 1. Amendment No. 1 will be substantially similar in form to the (Enclosure).

#### RECOMMENDED ACTION

It is recommended that your Board:

Approve Amendment No. 2 to the Professional Services contract with O'Meallain, substantially similar in form to Enclosure.

# **BACKGROUND**

On March 14, 2013, your Board approved the Professional Services Contract with O'Meallain. On March 6, 2014, your Board awarded a contract to Motorola for Work related to the design, construction, implementation, operation, and maintenance of a Public Safety Broadband Network (PSBN) project (also known as the Long Term Evolution [LTE] project). Since that time, as your Board is aware, Phase 1 of the PSBN project schedule has been substantially completed and a successful extension was secured of the performance period for the Broadband Technology Opportunities Program (BTOP) for an additional five (5) years. Staff is currently working on securing approval of Phase 2 of the PSBN project that will permit utilization of the remaining \$37 million in BTOP funds to further expand the PSBN.

LA-RICS Board of Directors March 3, 2016 Page 2

The proposed Amendment No. 2 revised the Scope of Work of O'Meallain to secure his services primarily as a project manager on the PSBN project, and for other work as may be needed and as assigned by the Authority. O'Meallain oversaw the completion of Phase 1 of the PSBN project, and given his breadth of experience with this important safety project through the years, his professional services are desired for Phase 2. The proposed Amendment No. 2 will also extend his current contract by an additional year, to April 30, 2018.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to maintain O'Meallain as a project manager with the Authority.

## FISCAL IMPACT/FINANCING

O'Meallain will be compensated at a billed hourly rate of Ninety Five (\$95.00) per hour, for a total amount not to exceed One Hundred Forty Eight Thousand Two Hundred Dollars (\$148,200) per year. Invoices will be reimbursed upon presentation of appropriate documentation and will be fully funded by a combination of grant funds from either BTOP and/or Urban Areas Security Initiative (UASI) Program and / or the State Homeland Security Grants Program (SHSGP), as appropriate.

# FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

## AGREEMENTS/CONTRACTING

On behalf of the Authority, the Chair of the Board, or his designee, will have the authority to execute the enclosed amendment with O'Meallain, in accordance with the recommended action described in this letter.

Respectfully submitted,

DEAN GIALAMAS LA-RICS BOARD MEMBER

Enc.

c: Counsel to the Authority

#### AMENDMENT NUMBER TWO

# TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment Number Two (together with all exhibits, attachments, and schedules hereto, "Amendment No. 2") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and O'Meallain, Ltd. ("Consultant"), effective as of March \_\_\_\_\_\_, 2016 ("Effective Date"), based on the following recitals:

## RECITALS

WHEREAS, Authority and Consultant have entered into that certain Agreement for Professional Services, dated as of May 1, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, Authority and Consultant previously amended the Agreement on April 27, 2015 to extend the contract term by two (2) years.

WHEREAS, Authority and Consultant desire to amend the Agreement to change the scope of Consultant's work and compensation, and to extend the current contract term by one (1) additional year.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 2, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

- 1. <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 2 refer to sections of the Agreement, as amended by this Amendment No. 2.
- 2. Amendments to Agreement.
  - 2.1 Section 2 of the Agreement is deleted in its entirety and is replaced with the following:
    - "2.0 TERM.

This Agreement shall become effective on May 1, 2013, and shall continue to and including April 30, 2018, or until terminated as provided in Section 7 of this Agreement. Consultant shall satisfactorily complete a background investigation, if required by the County of Los Angeles Director of Personnel."

- 2.2 Section 2 of the Agreement is deleted in its entirety and is replaced with the following:
  - "3.0 DESCRIPTION OF SERVICES.

Consultant shall perform all of the duties of a Project Manager as set forth in Exhibit A (Statement of Work) as of the Effective Date of Amendment No. 2, and such additional duties as may be assigned by the Authority."

- 2.3 Paragraph one of Section 4.0 of the Agreement is deleted in its entirety and is replaced with the following:
  - "4.0 COMPENSATION.
  - 4.1 As of the Effective Date of Amendment No. 2, Consultant shall be compensated at a billed hourly rate of Ninety Five (\$95.00) Dollars per hour, for a total amount not to exceed One Hundred Forty Eight Thousand Two Hundred Dollars (\$148,200) per year. The yearly not to exceed amount may be increased pursuant to an amendment subject to the prior approval of the Authority's Board of Directors. The contract hourly rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside -Orange County Area for the most recently published percentage change for the 12month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase to Contractor shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors for the County of Los Angeles from approving any increase in County employee salaries, no cost of living adjustments will be granted to Contractor."
- 2.4 Section 7 of the Agreement is deleted in its entirety and is replaced with the following:
  - "7.0 TERMINATION.

Either party may cancel this Agreement at any time for any reason upon thirty (30) days written notice to the other. Upon termination, the Consultant's duties and authority under this Agreement shall cease."

- 2.5 Section 9.4 of the Agreement is deleted in its entirety and is replaced with the following:
  - "9.4 Consultant shall report to the Executive Director, or equivalent position, within the Authority. Consultant shall supply all necessary equipment, materials and supplies. Consultant may use, but will not rely on the equipment or offices of the Authority for completion of tasks and duties set forth pursuant to this Agreement. The Authority retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement."
- 2.6 Section 16.4.3 of the Agreement is deleted in its entirety and is replaced with the following:
  - "16.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the date Consultant ceases to be the Executive Director. Consultant will not be required to maintain this insurance following completion, termination or cancellation of this Agreement for its Project Manager services."
- 3. Amendment to Exhibits of Agreement.
  - 3.1 Exhibit A (Statement of Work) is deleted in its entirety, and is replaced with the attached Exhibit A (Statement of Work) to this Amendment No. 2.
- 4. This Amendment No. 2 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 4.1 An authorized agent of Contractor has executed this Amendment No. 2;
  - 4.2 Counsel to the Authority has approved this Amendment No. 2 as to form; and
  - 4.3 The Board of Directors of the Authority has authorized the Chair, or his designee, of the Authority to execute this Amendment No. 2.
- 3. Except as expressly provided in this Amendment No. 2, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 4. Consultant and the person executing this Amendment No. 2 on behalf of Consultant represent and warrant that the person executing this Amendment No. 2 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 2, and that all requirements of Consultant to provide such actual authority have been fulfilled.

5. This Amendment No. 2 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*



## **AMENDMENT NUMBER TWO**

# TO AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY	CONSULTANT
By:	Ву:
Dean Gialamas Authority Board of Directors	Patrick J. Mallon, dba O'Meallain, Ltd.
APPROVED AS TO FORM FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY:	
MARY C. WICKHAM County Counsel	
By:  Truc L. Moore Principal Deputy County Counsel	

#### Exhibit A

#### Statement of Work

Consultant shall serve as a Project Manager and undertake the following duties:

- 1. Supervise the design and construction of work related to the LA-RICS' Public Safety Broadband Network (PSBN) project, including reviewing progress to ensure timeliness and cost-effective management.
- 2. Oversee and/or perform assignments related to the LA-RICS' PSBN project, including establishing priorities and deadlines for the LA-RICS' PSBN project.
- 3. Provide information on and assist with managing the scheduling of the LA-RICS' PSBN project.
- 4. Supervise and participate in the preparation of regular reports on LA-RICS' PSBN project progress and special reports dealing with unique circumstances or problems including recommendations for their resolution.
- 5. Prepare directly and/or review reports prepared by Authority consultants or staff for the LA-RICS' PSBN project, for technical and administrative feasibility and make necessary recommendations to the Executive Director, or equivalent position.
- 6. Assist on an as needed basis, with providing information for and preparation of the Authority's annual budget, reports and assist Authority staff with reporting requirements.
- 7. Assist with the LA-RICS' Land Mobile Radio (LMR) project, as may be required from time to time, as needed.
- 8. Undertake ad hoc assignments from the Executive Director, or equivalent position, and from the Authority's Board of Directors, as required.



# 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

DEAN GIALAMAS
Division Director
County of Los Angeles Sheriff's Department

March 3, 2016

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

Dear Directors:

# PROFESSIONAL SERVICES CONTRACT WITH RADELEFF CONSULTING, INC.

## **SUBJECT**

It is recommended the Board approve execution of the attached Professional Services Agreement (Enclosure) between the Authority and Radeleff Consulting, Inc. ("Radeleff"), to provide services as the LA-RICS Executive Director. The term of this Agreement is for a period of two years, unless terminated earlier. The not to-exceed amount for this Agreement is \$218,400 per year.

## **RECOMMENDED ACTION**

It is recommended that your Board:

Approve the Professional Services Contract with Radeleff Consulting, Inc., substantially similar in form to Enclosure.

#### **BACKGROUND**

The services of a new Executive Director for the LA-RICS Authority is desired at this time. John Radeleff of Radeleff Consulting, Inc., is able to provide services to the Authority as its Executive Director, in an interim capacity. The Board may remove his interim status as it deems appropriate in the future. Radeleff, during a 35 year law enforcement career with the Los Angeles County Sheriff's Department, held the ranks of Deputy Sheriff, Sergeant, Lieutenant, Captain, Commander and ultimately Chief of the Department's Technical Services Division. Before retiring from the Sheriff's Department, Radeleff was responsible for overseeing multiple Bureaus in technical support of the law enforcement mission.

He served as Chief Technology/Information Officer commanding 1,000 staff in the management of law enforcement technology systems, scientific investigations, communications and fleet operations, IT systems, crime analysis, criminal and Departmental records management, regional and national information sharing systems, and the acquisition and deployment of advanced law enforcement technologies.

He also managed the Sheriff's Department's then-\$450 million contract law enforcement services contracts and relationships in 40 contract cities, transit policing agencies, federal custody services contracts, court services contracts, and unincorporated area services agreements. As part of his prior work, he developed and maintained an outstanding and respected relationship with city officials and community members.

Radeleff also has experience being in an executive management position for the LA-RICS Authority. He served as the interim Deputy Director for the LA-RICS Authority from February through September 2010 and provided leadership oversight in the early stages of LA-RICS organizational efforts, development of various LA-RICS procurements, and while it sought grant funding opportunities. As part of this work, he addressed frequency acquisition/narrowband/broadband issues, and dealt with internal staffing and budgeting issues.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to retain the services of Radeleff as its Executive Director.

## FISCAL IMPACT/FINANCING

Radeleff will be compensated at a billed hourly rate of One Hundred Five Dollars (\$105.00) per hour, for a total amount not to exceed Two Hundred Eighteen Thousand Four Hundred Dollars (\$218,400) per year. Invoices will be reimbursed upon presentation of appropriate documentation and will be fully funded by a combination of grant funds from either BTOP and/or Urban Areas Security Initiative (UASI) Program and/or the State Homeland Security Grants Program (SHSGP), and from the Authority's 2015-2016 Operating Budget, as appropriate.

## FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

LA-RICS Board of Directors March 3, 2016 Page 3

# **AGREEMENTS/CONTRACTING**

On behalf of the Authority, the Chair of the Board, or his designee, will have the authority to execute the Professional Services Contract with Radeleff Consulting, Inc., in accordance with the recommended action described in this letter.

Respectfully submitted,

DEAN GIALAMAS LA-RICS BOARD MEMBER

Enc.

c: Counsel to the Authority



# **Agreement between**

The Los Angeles Regional Interoperable Communications System Authority

and

Radeleff Consulting, Inc., a California Corporation

\_\_\_\_\_, 2016

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#### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_\_\_, 2016 ("Effective Date"), at Los Angeles, California, by and between the Los Angeles Regional Interoperable Communication System Authority, a California Joint Powers Authority (hereafter "Authority") and Radeleff Consulting, Inc. (hereafter "Consultant"), with a principal place of business in Orange County, California.

**WHEREAS**, the Authority requires the services of an Executive Director, in an interim capacity; and

WHEREAS, Consultant is well qualified to perform such services; and

**WHEREAS**, the parties desire to clarify their respective rights and obligations with regard to compensation, termination benefits, and other terms and conditions;

**NOW**, **THEREFORE**, the parties hereto agree as follows:

# 1.0 <u>INTERPRETATION</u>

This base document, along with Exhibit A, collectively form, and are referred to throughout and hereinafter as, the "Agreement." In reading and interpreting this Agreement, this base document and Exhibit A (Statement of Work), shall be given equal precedence.

## 2.0 TERM.

This Agreement shall become effective on \_\_\_\_\_\_, 2016, and shall continue for a period of one (1) year, with a one (1) year option that may be exercised in the sole discretion of the Authority thereafter, or until terminated as provided in Section 7 of this Agreement. As a condition of this Agreement, Consultant has completed a background investigation which is satisfactory to the County of Los Angeles Director of Personnel.

## 3.0 DESCRIPTION OF SERVICES.

Consultant shall perform all of the duties of an Executive Director, in an interim capacity, as set forth in Exhibit A (Statement of Work), and such additional duties as may be assigned by the Authority. The Authority may remove the interim designation at any time.

## 4.0 **COMPENSATION**.

Consultant shall be compensated at a billed hourly rate of One Hundred and Five Dollars (\$105) per hour, for a total amount not to exceed Two Hundred Eighteen Thousand Four Hundred Dollars (\$218,400) per year. The yearly not to exceed amount may be increased pursuant to an amendment subject to the prior approval of the Authority's Board of Directors. The contract hourly rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase to Contractor shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors for the County of Los Angeles from approving any increase in County employee salaries, no cost of living adjustments will be granted to Contractor.

4.2 Consultant shall be reimbursed for any reasonable travel and out of pocket expenses necessarily and actually incurred by Consultant in connection with the services performed under this Agreement, provided that such expenses are approved in writing by the Chair of the Authority. Such costs shall be billed directly on a monthly basis in the month that

they are incurred and shall not be billed separate from the monthly hourly invoice. Reimbursement of travel costs shall not be included in calculation of the annual not to exceed amount. Travel costs are defined as travel: (air, rail or mileage for use of personal automobile), ground transportation, lodging, meals, car rental, parking and toll fees and incidentals. Consultant shall furnish receipts, statement or other supporting documentation for authorized expenses upon the request of the Authority, and in compliance with the LA-RICS Travel Policy.

4.3 Consultant shall submit invoices on a monthly basis for work performed under this Agreement. Those invoices shall be paid within thirty (30) days of Authority's receipt of invoice.

# 5.0 AGREEMENT TO WAIVE RIGHTS TO BENEFITS.

This is an at-will, independent contractor agreement for personnel services. As such, Consultant hereby waives and foregoes the right, if any, to receive any benefits which may be given by the Authority to its employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultant by virtue of its services to the Authority, and is effective for the entire duration of this Agreement.

## 6.0 CONFLICT OF INTEREST.

In addition to complying with all statutory financial disclosure and conflict of interest obligations, Consultant shall not accept employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor which contracts with the Authority.

## 7.0 TERMINATION.

The Authority may cancel this Agreement at any time without cause upon thirty (30) days written notice to Contractor. Contractor may cancel this

Agreement at any time without cause upon one-hundred and twenty (120) days written notice to the Authority. Upon termination, the Consultant's duties and authority under this Agreement shall cease.

# 8.0 NOTICE CONCERNING WITHHOLDING OF TAXES.

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to report this income on its corporate tax return and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify the Authority for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Authority as a result of Consultant's failure to make such required payments.

# 9.0 TASKS, DUTIES, AND SCOPE OF WORK.

- 9.1 Consultant agrees to devote as much time, attention, and energy as necessary to professionally perform the services set forth on Exhibit A (Statement of Work).
- 9.2 Consultant shall additionally perform any and all tasks and duties associated with Exhibit A (Statement of Work) including, but not limited to, work already being performed or related change orders. Consultant shall not be entitled to engage in any activities in connection with the Authority which are not expressly set forth in this Agreement.

- 9.3 The books and records related to Exhibit A (Statement of Work) shall be maintained by the Consultant at the Consultant's principal place of business and open to inspection by the Authority during regular working hours. Documents to which the Authority will be entitled to inspect include, but are not limited to, any and all contract documents, change orders and work authorized by Consultant or the Authority on existing or potential projects related to this Agreement.
- 9.4 Consultant shall be responsible to the Chair and directors of the Authority, but Consultant will not be required to follow or establish a regular or daily work schedule. Consultant shall supply all necessary equipment, materials and supplies. Consultant may use but will not rely on the equipment or offices of the Authority for completion of tasks and duties set forth pursuant to this Agreement. Any advice given by the Authority to Consultant regarding Exhibit A (Statement of Work) shall be considered a suggestion only, not an instruction. The Authority retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement.
- 9.5 Consultant warrants and represents that he has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the services which are to be performed as an independent contractor pursuant to this Agreement.

# 10.0 NON-DISCLOSURE OF PROPRIETARY INFORMATION.

Consultant agrees not to disclose or communicate, in any manner, either during or after the term of this Agreement, proprietary information about the Authority, and its operations. Consultant acknowledges that such proprietary information is material and confidential and that it affects the operations of the Authority. Consultant understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure

Agreement, is a material breach of this Agreement. To the extent Consultant feels they need to disclose confidential information, they may do so only after obtaining written authorization from the Authority.

## 11.0 EXPENSE ACCOUNTS.

Consultant and the Authority agree to maintain separate accounts in regards to all expenses related to performing the services set forth on Exhibit A (Statement of Work). Consultant is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Authority. Consultant agrees to execute and deliver any agreements and documents prepared by the Authority and to do all other lawful acts required to establish document and protect such rights.

## 12.0 WORKS FOR HIRE.

Consultant agrees that the work set forth on Exhibit A (Statement of Work), and all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Authority and shall be the sole property of the Authority for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

## 13.0 **LEGAL COMPLIANCE.**

Consultant is encouraged to treat any Authority employees, customers, clients, business partners and other affiliates with respect and responsibility. Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

## 14.0 LICENSING AND INSURANCE.

Consultant agrees to immediately supply the Authority with proof of any licensing status required to perform the works set forth on Exhibit A (Statement of Work) pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Authority.

## 15.0 **NOTICES.**

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below, but each party may change their address by written notice in accordance with this paragraph:

### **To Authority:**

Truc L. Moore
County Counsel of Los Angeles
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, CA 90012-2713
(213) 974-8450 (telephone)
(213) 633-1915 (facsimile)

# To Consultant:

Radeleff Consulting, Inc. Attention: John Radeleff 25115 Via Bajo Cerro Laguna Niguel, CA 92677-1972 949-370-2834 (telephone)

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep the Authority current as to its business and mailing addresses, as well as telephone number and e-mail address.

## 16.0 <u>INDEMNIFICATION AND INSURANCE.</u>

16.1 Consultant shall indemnify, defend and hold harmless the Authority from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or

omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.

- 16.2 Pursuant to the requirements of Section 6148 of the California Business & Professions Code, Consultant hereby warrants and represents that he presently maintains Errors & Omissions Insurance Coverage from a third-party insurer or insurance underwriter.
- 16.3 Consultant shall name the Authority as an additional insured on all related insurance policies including workers compensation and general liability.
- 16.4 Consultant shall maintain the following insurance coverage requirements:
- 16.4.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority and its Agents as an additional insured, with limits of not less than:

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

- 16.4.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 16.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further,

Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 17.0 CONTAINMENT OF ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

# 18.0 REPRESENTATION.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

#### 19.0 PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

## 20.0 GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by, and construed under, the laws of the State of California. Jurisdiction and venue for all purposes shall be in the County of Los Angeles, State of California.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Agreement to be subscribed on its behalf by its Chair, and Consultant has signed this Agreement, which shall have the Effective Date of the day, month and year first written above.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY CONSULTANT

Dean Gialamas	John Radeleff
Authority Board of Directors	Radeleff Consulting Inc

APPROVAL AS TO FORM:

MARY C. WICKHAM County Counsel

By:		

Truc L. Moore Principal Deputy County Counsel EXHIBIT A

#### STATEMENT OF WORK

The LA-RICS Executive Director is responsible for the development, coordination, integration, and continued maintenance of a regional public safety interoperable communications network. This position reports to the Joint Powers Authority Board of Directors and serves as the primary liaison for supporting interoperability between the Authority, state, federal, county and city agencies. The Executive Director independently serves as the highest level of technical and administrative review of the LA-RICS project and is responsible for the overall management of this program. Responsibilities consist of the following:

- 1. Direct the preparation and implementation of the LA-RICS long-range project plan to include system engineering and design, system build out, acceptance testing, migration, and user training; monitor and evaluate accomplishments of plan objectives; and periodically update the plan.
- Provide overall leadership and direction while managing the development and implementation of all phases of the LA-RICS project, including vendor selection, contract negotiation, project development, site development, construction and ongoing operations.
- 3. Oversee group managers from participating agencies tasked with various technical, operational, and administrative responsibilities.
- 4. Implement goals and objectives established by the Board of Directors in coordination with law enforcement, fire, and emergency medical communications needs.
- Ensure that the Board and stakeholders are well informed of the progress and issues relating to LA-RICS; provide monthly reports to the Board regarding status of the project and accomplishments.

- 6. Ensure that all stakeholder needs are identified and properly addressed.
- 7. Provide support for meetings of the Board of Directors.
- 8. Negotiate and recommend approval of all contracts necessary for the operation of the Authority.
- Serve as primary liaison with affected local, state, and federal agencies
  necessary for the successful implementation of LA-RICS; promote the
  interchange of information and data to achieve maximum system
  compatibility.
- 10. Develop strategic plans in collaboration with various agencies and community stakeholders that facilitate the implementation of the LA-RICS project.
- 11. Conduct a review and assessment of the Authority's operating structure, financials, staffing, outreach, etc., and provide a written report back to the Authority's Board of Directors within 90 days.
- 12. Undertake ad hoc assignments from the Authority's Board of Directors as required.

## **LARICS Interim Executive Director 90-Day Deliverables**

Within the first 90 days, the Interim Executive Director shall conduct a thorough review and audit of the LARICS operations and prepare a comprehensive written report that includes an assessment of the current condition, the ideal strategy, any cause and effect, and a recommended action plan focused on six critical components of the LARICS environment:

- Business strategy
- Personnel resources and organizational structure
- Finances and funding plan
- · Relationships and marketing
- Accountability within project management
- Key leadership and executive personnel

The written assessment shall include a SWOT Analysis – Strengths, Weakness, Opportunities and Threats.

- Strengths shall describe the positive attributes, tangible and intangible, internal to LARICS
- Weaknesses shall describe the aspects of LARICS that detracts from the value offered or place us at a competitive disadvantage
- Opportunities shall describe the external attractive factors that represent reasons why LARICS is likely to prosper
- Threats shall describe the external factors beyond LARICS control that could place our strategy, or the program itself, at risk

During the first 90 days, the Interim Executive Director shall also prepare and deliver a monthly report of activities and findings that will be presented to the Board of Directors.