



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, December 19, 2018 • 9:00 a.m.

Los Angeles County Sheriff's Department

The Hertzberg Davis Forensic Science Center

Conference Room 263

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: December 13, 2018

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

Members:

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

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Donna Cayson, Captain, City of Sierra Madre Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Brian Leyn, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

Scott Edson, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Priscilla Dalrymple, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. November 1, 2018 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – Hiroshi Yokoyama

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-H)

F. Los Angeles Regional Interoperable Communications System Authority -
Homeland Security Grant Award Compliance Assessment.

Agenda Item F

G. Outreach Update

Agenda Item G



H. PSBN Onboarding Update

Agenda Item H

VIII. ADMINISTRATIVE MATTERS (I-L)

I. APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF RANCHO PALOS VERDES, A CALIFORNIA MUNICIPALITY (THE OWNER) FOR A LAND MOBILE RADIO SYSTEM SITE

It is recommended that your Board:

1. Find that (a) the approval and execution of the SAA for the Rancho Palos Verdes 1 (RPV1) site listed in (Enclosure 1) to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the activities previously authorized at site RPV1 on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project .
2. Authorize the Executive Director, or his designee, to finalize and execute, substantially similar in form to the enclosed, one SAA with the The Owner.

Agenda Item I

J. APPROVE THE IMPLEMENTATION OF THE LA-RICS INFORMATION TECHNOLOGY AND SECURITY PROGRAM POLICES (POLICY NOS. 029-2018, 030-2018 AND 031-2018)

It is recommended that your Board:

1. Approve the following enclosed LA-RICS IT Security Program Policies (Policies) to enhance the Authority's Information Technology (IT) Security Program.



- Board Policy No. 029- 2018 – LA-RICS Protection of Information on Portable Computing Devices Policy (Enclosure 1)
 - Board Policy No. 030-2018 – LA-RICS Information Security Awareness Training Policy (Enclosure 2)
 - Board Policy No. 031- 2018 – LA-RICS Secure Disposal of Computing Devices Policy (Enclosure 3)
2. Delegate authority to the Executive Director to make non-material revisions as may be needed to the policies forming the Authority's IT Security Program provided any such revisions are approved as to form by Counsel to the Authority.

Agenda Item J

K. APPROVE AMENDMENT NO. 34 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

1. Approve Amendment No. 34 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the (Enclosure), which extends the Term of the Agreement for an additional thirty (30) days from January 1, 2019 to January 31, 2019, unless sooner terminated or extended in whole or in part, at no cost.
2. Delegate Authority to the Executive Director, or his designee, to execute Amendment No. 34, in substantially similar form to the enclosed Amendment.

Agenda Item K

L. APPROVE AMENDMENT NO. ONE TO AGREEMENT NO. LA-RICS 012 WITH SD EDSON, INC., FOR PROFESSIONAL SERVICES

It is recommended that your Board:

1. Approve Amendment No. 1 to the Professional Services Agreement with SD Edson, Inc., for Executive Director services, substantially similar in form to the Enclosure, which revises the Agreement to reflect the following:



- a. Extend the current Term to March 25, 2021.
 - b. Revise the Term to include a one (1) year renewal option to expire on March 25, 2022, if exercised in the sole discretion of the Authority.
 - c. Revise the Cost of Living Adjustment (COLA) provision to include language indicating the COLA may be adjusted to the lesser of the average salary increase or decrease granted to County of Los Angeles employees or based on increase or decrease in U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index.
 - d. Increase the billed hourly rate by 6% from \$105 to \$111.30.
 - e. Increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.
2. Authorize the Chair of the Board, or his designee, to execute Amendment No. 1, in substantially similar form to the enclosed amendment (Enclosure).

Agenda Item L

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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



XII. ADJOURNMENT and NEXT MEETING:

Thursday, January 10, 2019, 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

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

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

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

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

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

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

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, November 1, 2018 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Joe Ortiz, Chief of Police, City of Sierra Madre Police Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
Chris Nunley, Chief of Police, City of Covina Police Dept.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Louis Perez, Deputy Chief, City of Inglewood Police Dept.

Officers Present:

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

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.



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

I. CALL TO ORDER

Alternate Chair, Gialamas called the Special Meeting of the Board to order at 9:03 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. October 4, 2018 – Meeting Minutes

Board Member Curley motioned first, seconded by Alternate Board Member Geiger.

Ayes 9: Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez

MOTION APPROVED

IV. PUBLIC COMMENTS

Mr. Charles Bourgault, Verizon Managing Partner, for local, state and federal government for Southern California addressed the Board to provide an update on Verizon. On October 1, 2018, Verizon launched the world's first 5G service in Los Angeles and a couple of other cities in the United States. Mr. Bourgault went on to state 5G according to the experts would create the fourth industrial revolution in this country. It will have some public safety impacts and should create some innovations in public safety as we move forward. In September as you may know, we now have quality of service priority pre-emption across the country for first responders but we expanded that to Bring Your Own Device Program (BYOD) for first responders and volunteers. In August, Verizon realized that our throttle policies as it relates to public safety needed some revisions. Throttling was moved to public safety accounts across the country and shortly thereafter-new rate plans came out for first responders that have no throttle and our truly limitless.

Mr. Bourgault further stated since there is a lot going on he wanted provide some clarification. First, there is no mandate for agencies to move to FirstNet as well as various Bands. For example, FirstNet website they are a multi-band solution there is no Band that is exclusive to public safety. Mr. Bourgault stated interoperable concerns and want you to understand that first responder who has AT&T and a first responder who has Verizon they can still communicate together. In closing, we respectfully ask the Board to

continue their Mission for interoperability between carriers, devices and frequencies. It is really through the freedom of choice that the market place will continue to innovate and agencies can choose the best products and services for their life saving mission. To help further reduce the confusion we would like to have a forum were AT&T and Verizon can answer questions directly from the first responder community and talk about topics such as priority pre-emption, 5G, interoperability, coverage, capacity, etc., for the purpose of allowing agencies to make informed choices.

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson stated we continue to move quickly with our two projects, Long Term Evolution (LTE) Round 2 and Land Mobile Radio (LMR). LA-RICS is at a very fast pace on both projects and making significant progress. You will hear more about that in the Project Managers report by Justin Delfino.

In addition to that, in parallel, we are working towards revisiting the Funding Plan and the domino effect it may cause. We believe a subscription rate plan with many options is likely the best solution moving forward. That plan will look at subscriptions per radio, push to talk (PTT) smartphone and any optional features that might be available on the radio system. We are also exploring the possibility of offering a Centralized Computer Aided Dispatch to the region as well as a Records Management System on a subscription bases, as that makes it more affordable for agencies to replace their legacy systems taking advantage of economies of scale.

Executive Director Edson also stated assuming the subscription model is the best approach, we believe that would start January 1, 2021, as construction should end in Quarter 1, 2020, and testing and acceptance will end in December 2020. LA-RICS needs a sustainable model and we need to start working on sharing that subscription plan and service level agreements, so come January 2021 agencies can cut over.

In regards to a sustainable model, as you know we are self-sustaining right now because we are using the first payment from the AT&T Business Agreement. When we presented the 2018-19 fiscal year budget, your Board requested confirmation of receipt of those funds as well as a report showing the use of funds. You will see a letter with a report from the Auditor-Controller included in your packet under the Director's Report, Agenda Item B showing use of those funds to date. Moving forward this report will be received in time for the Finance Committee to present under the Committee Report on a quarterly basis.



Executive Director Edson went on to state during the month of October he attended the International Association of Chiefs of Police exhibition and conference in Orlando, Florida, attending many educational sessions and visited many vendors. At the last meeting, Board Member Mark Alexander asked about automated alerting and warning and I did some research at the conference and learned there is a system called Integrated Public Alert and Warning System (IPAWS) used last month to send a test to all smartphones. In the room at the time all carriers were represented and only one T-Mobile phone did not go off.

With regards to IPAWS it's hosted by DHS FEMA and during an emergency, alert and warning officials can provide the public with life-saving information quickly. IPAWS is a modernization and integration of the nation's alert and warning infrastructure, and will save time when time matters most, protecting life and property. It uses a cell phones location to a cell site to determine if that phone should be notified.

Federal, state, local, tribal, and territorial alerting authorities can use IPAWS and integrate local systems that use Common Alerting Protocol (CAP) standards with the IPAWS infrastructure. IPAWS provides public safety officials with an effective way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface. I did some additional research on who in Los Angeles County is currently registered with FEMA to use the system and only ten cities in the County have been approved. That number is sure to increase as cities replace or upgrade their current systems.

Board Member Alexander asked if the County was approved to use the IPAWS system and Executive Director Edson stated no the County was not on the list.

Executive Director Edson stated at the Finance Committee a plan including steps necessary to move towards the subscription- based funding plan was introduced, a discussion item on the monies the County fronted LA-RICS, and our regular Outreach and Onboarding updates will be presented in the discussion items included in your packet.

As for administrative items, we would like you to approve a LMR license agreement with the City of Industry Water Tank, which is actually in the City of Brea, on the hill just off the 57 north of Lambert, which is Agenda Item I.

Agenda Item J is the 2019 meetings calendar, Agenda Item K is an amendment that reconciles, among other things a total of six (6) LMR sites with the system design, and recommends a notice to proceed.



Lastly, Agenda Item L is asking you to allow us to proceed procuring services from construction contractors via an appropriate procurement mechanism deemed necessary by the Department of Public Works for the buildout of certain PSBN Round 2 sites. This will keep us moving and help ensure grant compliance.

This concludes the Director's Report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Delfino shared a PowerPoint presentation with the Board which included the following updates:

LTE Round 2 Highlights November 2018:

- A&E vendor DEA started in October 2018.
- LA-RICS Team has collaborated with AT&T network designers to agree on the list of 26 sites. AT&T equipment lists have been shared and site walks are being planned.
- ROE and Site Access Agreements are in process.
- Bill of Materials are being generated to utilize previously stored materials for some of the builds.
- NEPA and CEQA approvals are required to start CX work, therefore careful planning and packaging of submittals is currently ongoing.

LTER2-26 Site Track

Targeted Completions by June 1st 2019 (includes candidate sites above 26)

- 7 sites are in design - AZUCYN, IGPD, IRWDPD, MVS2, POLB1, THOMSEN, UCLA2
- 8 sites must still be walked for conceptual design – SCESTUD2, SCEPCM, SCEMERC2, SCENOLA, SCELAKE, SCEDUN, SCEGAL, and SCETEL

Targeted Completions by June 1st 2020

- 13 additional sites – must also be designed and constructed totaling a batch of 26 completions.

LMR – Ph.2 Builds:



- ATP and Training Plans are being revised for scope with MSI and LA-RICS Project Team for incorporation into schedule update for December 2018
- Drawing summit efforts are progressing drawings effectively
- MIR and AGH submitted this week. Next week tracking 6 Building Permit (BP) submissions
- LA-RICS received approval on proposal for 13 USFS sites. Legal counsel is finalizing review for the SF299 Application
- SGH All four walls built and the roof will be going up next week. Structure steel is going up next week.
- VPK – LA-RICS had a significant power demand for LMR equipment, plus future growth requirements, therefore the whole compound was upgraded with a new transformer in an underground vault to feed ISD existing shelter as well. There is a required shutdown next week to make cable terminations and allow the new transformer to begin its use. This site is on track to finish ahead of schedule for UASI 16.

Project Manager Delfino shared a photo of the newly implemented “Drawing Summit” effort at MSI Headquarters building, and stated that the process is producing positive results. This week is fairly light with two projects going to building plan check. However, next week six sites will be submitted to plan check and should be followed by an additional six more sites out of the 35 remaining sites to be permitted.

The next sites on the PowerPoint presentation align with the LMR 20/20/20/20 Track:

1. AGH – Planned start 12/17/18 (Submitted for BP 10/31/18).
2. BKK – Planned start 12/17/18 (Submitting 100's to plan check today).
3. CCT – Generator Planned start 11/21/18 (Corrections from JCC will be resubmitted next week).
4. CRN – Planned start 12/6/18 (Still in plan check at DPW).
5. POM – Planned start 11/21/18 (Corrections from JCC will be resubmitted next week).
6. SGH – Started construction and is 75% completed.
7. UNIV – Re-design required and moved to UASI 17 plan.
8. VPK – Started construction and finished.

This concludes the Project Manager's Report.

Board Member Chris Nunley asked if LA-RICS was able to overcome the issues with Crown Castle in Signal Hill. Project Manager Justin Delfino stated not 100% resolved but have been in contact with real estate folks and offered to provide details to the Board by email or a full report on exactly what is happening. In brief summary; SCE legal reviews of property and existing easements did not identify third parties would



not have use of the existing utility easement, and instead third parties would need to be granted authority to use the easement by the underlying property owner.

Executive Director Edson added there is a benefit to Crown Castle in that we (LA-RICS) will be bringing more power to the site as a result of a transformer upgrade. Alternate Chair, Gialamas and I met with Crown Castle in the past and have built a good working relationship with them and this installation.

Board Member Mark Alexander asked Program Manager Delfino for a Map of the 13 sites (US Forest Sites). Project Manager Delfino stated, we (LA-RICS) will provide the map requested prior to our next meeting.

This concludes the Project Manager's Report.

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

E. Finance Committee Report – John Geiger

Finance Committee Chair John Geiger stated on October 25, 2018, we held our Finance Committee scheduled meeting and to continue those regular scheduled meetings we set the 2019 schedule and will be meeting on a monthly basis.

The Committee elected a Vice-Chair, Commander Bill Song from the Sheriff's Department.

Finance Committee Chair Geiger stated the central focus for this committee meeting was to discuss and act upon the September notification from the CEO regarding the loan to LA-RICS; the cash advance. How that would impact rate setting, membership, subscription and the overall operation from a financial stand point of the JPA. The CEO has gone on record not seeking repayment or debt collection at this time and therefore we are able to move forward and calculate preliminary subscription rates without debt service or collection as we move into 2021. In 2021, we are welcome to again request a forgiveness on the cash advance.

Finance Committee Chair Geiger stated speaking from the CEO position, the County's interest in this program is to have the highest volume use including all stakeholders' participants in the interest of public safety and quest for interoperability. As Chair of the Finance Committee, I am looking forward to what the Committee comes back with in terms of rate setting and addressing this issue in 2021.

Finance Committee Chair Geiger also stated in terms of rate setting we stood up an Ad Hoc Committee to look at various subscription models and will report to the Finance



Committee and will present the reports moving forward to your Board on a monthly basis. We have five members serving on the Ad Hoc Committee with representatives from Fire, Sheriff, Inglewood Police Department, Contract Cities and Signal Hill Police Department.

Board Member Chris Nunley stated it is great that we arrived at this point. This concludes the Finance Committee Chair report.

VII. DISCUSSION ITEMS (F-G)

F. Repayment of the Cash Advance to the Los Angeles Regional Interoperable Communications System Authority

Finance Committee Chair Geiger stated he wanted to have a separate discussion for Brown Act compliance in case anyone wanted to discuss subscription model, rate settings, or any other issues that are part or impartial to the Finance Committee for inquiry. In connection with this letter from the CEO, we will go forward on a rate setting without debt service.

Alternate Chair, Gialamas asked when the Committee has those rates available will you bring it back to this Board as a discussion. Finance Committee Chair Geiger stated he would like a report back before the end of this calendar year. The Ad Hoc Committee volunteers within a week committed to participate and meet within ten days. We plan to bring recommendations back before the end of calendar year.

Board Member Alexander asked Finance Committee Chair Geiger when going forward are you consulting with Contract Law with the Sheriff's Department. Finance Committee Chair Geiger stated yes we are consulting with Contract Law and through the Ad Hoc Committee, JPA and Administrative team working in parallel; we can work on different proposals moving forward and finding the best fit for our organization. The concept always was for everyone to pay his or her fair share with no one paying twice. Board Member Alexander stated it is an interesting situation with the contract cities as they may not be subscribers but will be treated as subscribers. They really do not have a choice because they are receiving the service. Board Member Alexander stated he is withholding discussion until the report back and see how the committee addresses tackling that issue.

There was no further discussion.

G. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated Executive Director Edson and members of the Outreach Team continued to meet with

representatives from Inglewood, Irwindale and Signal Hill. Ongoing meetings with AT&T continued for Technical and Program Management, Transfer Transition, checkpoint calls, Round 2 Specifications, Assignment and Assumption Agreements and quarterly progress review. The communications team is currently working on the next release of the Network.

There was no further discussion.

H. PSBN Onboarding Update

Executive Assistant Stallworth-Tait presented Agenda Item H and stated future Onboarding updates will include a new column identifying FirstNet routers that have been installed, activated or swapped as part of the transition of the PSBN sites to AT&T. The technical team continued to coordinate joint testing with the agencies listed on the table and device vendor evaluations are ongoing.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (I-L)

I. APPROVE A LICENSE AGREEMENT FOR LAND MOBILE RADIO

Executive Assistant Wendy Stallworth-Tait and Deputy Program Manager Tanya Roth presented Agenda Item I and recommended the Board:

Find that the approval and execution of the License Agreement for the INDWT site with the City of Industry to allow all LMR System Work at that site for the construction, implementation, operation, and maintenance of LMR infrastructure, is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was adopted by your Board on July 31, 2018, and that there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts; and

Authorize the Executive Director, or his designee, to finalize and execute a License Agreement with the City of Industry, substantially similar in form to the agreement enclosed hereto at Enclosure 2.

Alternate Board Member Gialamas motioned first, seconded by Alternate Board Member Bundesen.



Ayes 9: Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez

MOTION APPROVED

J. 2019 SCHEDULE OF LA-RICS BOARD MEETINGS

Executive Assistant Wendy Stallworth-Tait presented Agenda Item J and recommended the Board approve the dates for the calendar year 2019 Board Regular Meeting Schedule and highlighted meetings dates that are recommended to be moved to the 2nd Thursday of the month:

January 10 (moved to 2nd Thursday)
February 7
March 7
April 4
May 2
June 6
July 11 (moved to 2nd Thursday due to 4th of July Holiday)
August 1
September 5
October 3
November 7
December 5

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

Alternate Board Member Fruhwirth motioned first, seconded by Alternate Board Member Bundesen.

Ayes 9: Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez

MOTION APPROVED

K. APPROVE AMENDMENT NO. 36 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

Contracts Manager Jeanette Arismendez presented Agenda Item K and reported to the Board that the team is close on completing the true-up of all LMR sites, so there will be less amendments presented to the Board for consideration. Contracts Manager Arismendez recommended the Board approve the following:

- a. Find that (a) approval of the changes necessary to reflect the reconciliation of five (5) LMR System Sites (Black Jack Peak [BJM], Dakin Peak [DPK], Grass Mountain [GMT], Pine Mountain [PMT], and Tower Peak [TPK]) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified pursuant to the California Environmental Quality Act (CEQA) on March 29, 2016 (State Clearinghouse No.: 2014081025); and (b) there are no changes to the project at these five (5) sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
 - b. Find that the inclusion of one (1) LMR System Site (San Pedro Hill [SPH]) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site SPH, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 36 enclosed with the Board Letter to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
- a. Reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981.
 - b. Inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR



Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471.

- c. Make changes necessary to incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952.
3. Authorize an increase to the Maximum Contract Sum in the amount \$311,442 from \$297,858,073 to \$298,169,515 when considering the cost decreases and increases.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 36.
5. Delegate authority to the Executive Director or his designee to execute Amendment No. 36, in substantially similar form, to the enclosed Amendment .

Alternate Board Member Geiger inquired whether the work remains within the scope other than the amount covered by our grant funding. Contracts Manager Arismendez responded that Alternate Board Member Geiger was correct.

Alternate Board Member Bundesen motioned first, seconded by Alternate Board Member Geiger.

Ayes 9: Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez

MOTION APPROVED

L. AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE PROCUREMENT FOR CONSTRUCTION SERVICES

Contracts Manager Jeanette Arismendez presented Agenda Item L and echoed Executive Director Edson's mention that staff is seeking the Board's approval to proceed with enlisting the assistance of Department of Public Works with the second procurement mechanism for the construction portion of the PSBN Round 2 sites. Contracts Manager Arismendez recommended the Board approve the following:

Authorize the Executive Director or his designee to proceed procuring services from construction contractors via a prequalification process, invitation for bid, or any other appropriate procurement mechanism deemed necessary by Public Works for the buildout of certain PSBN Round 2 sites.



Board Member Geiger motioned first, seconded by Alternate Board Member Bundesen.

Ayes 9: Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez

MOTION APPROVED

IX. MISCELLANEOUS - NONE

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

XI. CLOSED SESSION REPORT – THE BOARD WENT INTO CLOSED SESSION AT 9:40 A.M. AND RETURNED AT 10:10 A.M.

XII. ADJOURNMENT and NEXT MEETING:

The Board meeting adjourned at 10:11 a.m., and the next meeting will be held on Thursday, December 6, 2018, 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.

Executive Summary

December 19, 2018

LTE Update

- PSBN Round 1 site assignment agreement is nearing completion between AT&T and LA-RICS legal counsel. The Authority is accompanying AT&T to all sites to determine what needs to be accomplished at each site in order to ensure a seamless transition onto the NPSBN. Furthermore, AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 is advancing into design work for the first seven Round 2 sites were AutoCAD site sketches have been received by LA-RICS. The environmental team has submitted the third Supplemental Environmental Assessment (SEA) to NTIA. There are five SEA's planned for the Program. Site access agreements have been transmitted to landlords for the first (15) fifteen sites.

LMR Update

- Zoning Drawing – 20 Sites are at ZD level.
- 50% Construction Drawings – 1 Site is at 50% level.
- 75% Construction Drawings – 0 Sites are at 75%.
- 100% Construction Drawings – 1 site is at 100% level.
- Building Permit Received – 21 Sites to date.
- Sites Eligible to Construct: (Includes Completed Sites, Sites Under Construction and/or Equipment Installs & Locations).

- | | |
|--|---|
| 1. APC – Junction of I-105 and I-405 | 12. MLM – Mira Loma Detention Center |
| 2. BMT – Angeles, overlooking CA-138 and I-5 | 13. MMC – Palmdale – Sierra Pelona Mountain Way |
| 3. CCB – Compton | 14. MVS – Whittier |
| 4. CCT – Downtown | 15. ONK – Oat Nike |
| 5. CLM – Claremont | 16. PHN – Puente Hills |
| 6. FCCF – 1320 Eastern Ave | 17. PLM – Palmdale |
| 7. HPK – Northern Angeles, | 18. SDW – San Dimas Water Tank |
| 8. LAN – Lancaster Sherriff Station | 19. TPK – Gorman |
| 9. LDWP243 – Junction of I-5 and CA-14 | 20. VPK – Verdugo Peak – Glendale |
| 10. LASDTEM – Temple City | 21. SGH – Signal Hill |
| 11. LA-RICS HQ, - Monterey Park | |

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,456	\$5,240,456	\$2,297,337	\$2,943,119	5/31/19
UASI 17	\$34,763,750	\$23,463,816	\$-	\$34,763,750	5/31/20
UASI 18	\$35,000,030	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$122,288,940	\$119,084,339	\$35,555,661	9/30/20

STATUS OF PSBN AGENCY ONBOARDING			
Agency	Onboarding Status	PSBN Units Installed and Activated	FirstNet Routers installed and activated or swapped
LASD	Awaiting BOS approval for no cost agreement	1330	600 delivered
LACoFD	Router swaps started. FirstNet APN almost complete. Awaiting firm installation cost quote.	694	20
Inglewood PD	FirstNet connection is awaiting final testing. LA-RICS testing completed and AT&T commercial SIMs provided	15	20
Claremont PD	FirstNet connection and testing is complete.	2	0
Bell PD	Two routers in use. No Cost order in progress with FirstNet/AT&T.	2	0
Covina PD	Two routers in use. Transition options from the LA-RICS APN are under review.	2	0
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS and Verizon connections. Transition options from the LA-RICS APN under review.	1	0
Health Services / EMS	ISD request for quote for installation underway for 3 routers.	3	0
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN and transition options from the LA-RICS APN under review..	2	0

AGENDA ITEM B

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 58 sites. Additionally, the Authority is analyzing twenty six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

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

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

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. 79

For November 2018

Submitted December 12, 2018

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LTE UPDATES

Site/Civil/Closeout

- No new activity

Operations/Governance

- The LA-RICs Operations team is holding meetings three (3) times a week to focus on the following:
 1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
 2. Ensure internal LA-RICS operational aspects are in place
 3. Develop and Implement Policies

LTE 1 Updates

- The LTE Round 1 program has been completed, tested and transitioned to AT&T FirstNet. Final SAA's between AT&T and site owners are underway.

Special Events

- No new activity

LTE 2 Updates

- LA-RICS is currently implementing PSBN Round 2 as approved by NTIA. Several of the 7 NTP'd Site locations have approved Right of Entry authorizations, completed Environmental and Topo Surveys and Utility Location, and are in process scheduling Architectural and Engineering Walks. An updated schedule will be provided 11/14/2018 to NTIA.
- The Authority is continuing their focus to complete 13 of the 26 by June 2019 with the remainder to be completed by June 2020.
- AT&T and the Authority are working to create a joint Site Access/Lease Agreement that allows for the assignability of the assets to AT&T once the site is complete and NTIA approves the asset transfer. Additionally, the Authority is engaged in the Q4 COLT work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority team is continuing its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering (C&E) to ensure the schedule and scope of work are identified appropriately. The key items for the month are the following:
 - Site Design and Layout
 - Bill of Materials
 - Site Acceptance Requirements
 - Real Estate/Acquisition/SAA's
 - Utility Location
 - Environmental Surveys
 - Topo Surveys
 - A&E Site Walks
 - Site Sketches
- Jacobs environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance. An initial draft of Supplemental EA #3 (SEA3) was submitted to NTIA on November 18. In support of compliance with Section 106 of the National Historic Preservation Act, a revised request for three SEA3 sites to be excluded from SHPO review was submitted to NTIA on November 18, along with a revised template for use in submittals to the Tower Construction Notification System (TCNS). The environmental team continues to meet with NTIA management to optimize the environmental review process.

LMR UPDATES

Environmental Update

- Prepared and filed an NOE for Site WWY with the Los Angeles County Clerk on October 4.
- Continued photographing Key Observation Points of LMR sites proposed for installation on the Angeles National Forest. Began preparation of visual simulations and a Visual Impact Assessment for these sites.
- Drafting a Biological Assessment and a Biological Evaluation for the USFS addressing LMR sites proposed for installation on the Angeles National Forest.
- Drafting supporting documentation for CATEX of Site ESR.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 855 persons as of September 26.

Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. Jacobs continues to review MSI's work and meet weekly with MSI to support MSI's developing and adhering to a P6 schedule for individual coastal permit (CDP) submittal packages for sites included in the Santa Catalina Island and Santa Monica Mountains Local Coastal Programs (LCPs) and under State of California jurisdiction. This effort includes review of MSI's zoning drawings, CDP application, narrative, photo surveys, visual simulations, coverage maps, electromagnetic energy (EME) studies, and other required submission items .
- The Special Use Permit Proposal that was submitted on May 3, 2018 was accepted by the Forest Service on October 16, 2018, and the Angeles National Forest (ANF) has invited the Authority to submit an SF 299 special use permit (SUP) application package for proposed construction and operations of LMR sites on the ANF. The application is being finalized for submission to the ANF. Eleven of the 12 sites on the Forest that require geotech have had geotech completed, one site (MTL2) was delayed pending road repairs conducted by the ANF. Radio spectrum fingerprinting and noise floor monitoring studies are also pending completion. Jacobs and Authority staff continue to meet with key ANF monthly .

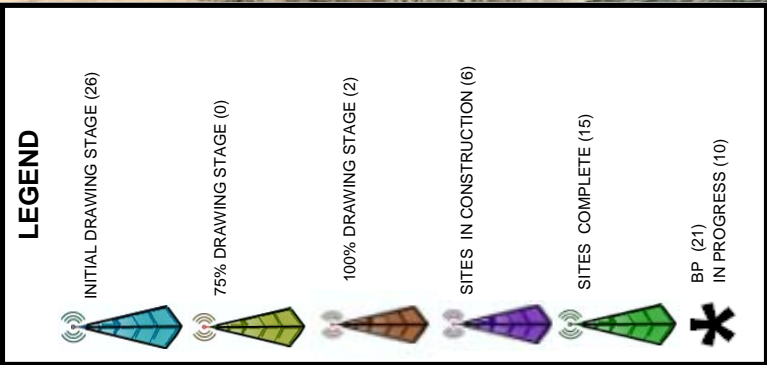
Budget

- Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4. There is one site remaining for True-up (ESR) while the remaining group are before this board today.

Site/Civil

- The Authority and Motorola are focused on meeting UASI 16 spending dates and have also begun construction and equipment orders on UASI 17 sites.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twenty-six (26) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT and UNIV) have been submitted and approvals have been received for twenty-one (21) of the twenty-six sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. As of 11/16/2018 of the twenty-one LMR Building Permit Applications that have been approved construction is underway on all twenty-one sites.
- 27 each 100% CD's have been received for review and approval by the authority as of 11/16/2018 of which 26 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- The proposed LMR Rio Hondo (RIH) site at Puente Hills Landfill has been relocated outside the LA County lease area and LA-RICS will be negotiating a Site Access Agreement (SAA) directly with LA County Sanitation District 18. With the addition of RIH, Jacobs is now tasked with obtaining SAA's for 18 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 11/16/2018 thirty-four (34) executed SAA's are in place.

LMR SITES





Monthly Report #63

Reporting Period: 10/18/18 thru 11/24/18

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 have surpassed the five (5) year period planned Program duration, which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola Solutions Inc. (MSI) to provide system monitoring and maintenance services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This report covers the period from 10/18/18 thru 11/24/18

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings via the new "Drawing Summit" process. This new process has all key decision makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings.

The primary Phase 1 activities for this period include:

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring process review, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

Site Design Activities



Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs. The new "Drawing Summit" process has been in effect since early October. This entails key decision makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings. The Drawing Summit is planned to conclude on December 21st 2018.



LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 24 (out of 60) Site Access Agreements have been executed.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreement, A&E drawings, Building Permit Submissions, and construction starts and Change Order approvals. Individual site environmental approvals may impact geotechnical investigations. These delays continue to negatively impact the schedule. All parties to this contract are working on plans and negotiations are underway to pull dates in to meet funding requirements.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to

LMR Project Dashboard			
Category	Rating	Change	Comments
			work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced to date while simultaneously limiting the number of revisions necessary prior to approval. The Authority continues with improvements to consultant driven delays and process disruptions.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

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 (32 of 60 received)	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process

Activity Name	Activity Status
Submit Permits Drawings and Approvals (21/60 Sites submitted; 32/60 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
21/60 Sites Construction Complete	Completed
Staging	
UASI 17 Sites – September, 2018	Completed
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

2.2 Tasks Planned for Next Period

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
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going

Activity Name	Planned Status
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
7/60 Sites Currently Under Construction	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

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	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
11/60 Sites - Start Construction	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority recognize that the deployment of UHF equipment may be impacted at select sites as a result of an interfering broadcast from Mexico on Channel 15. LA-RICS issued a formal communication to MSI on 11/29/18. The letter requested that all future procurements of potentially impacted equipment must stop effective immediately. . LA-RICS anticipates that there will be some re-design required so that already purchased UHF equipment is not wasted. Impacts may include,, equipment reconfigurations, channel plan changes, system coverage, and licensing..

5. Disputes and Claims

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

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

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	167,616,559
Cumulative Invoice Payments from Last Report	74,690,360
Total Invoice Payments This Period	112,666
Remaining Amount to be Paid	92,813,533

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule_DD21-Oct-2017". Variance reports are distributed weekly, reviewed, and discussed at weekly meetings. A recovery schedule is required in accordance with Exhibit A. Section 1.4.16. that is mutually agreeable between MSI and LA-RICS. The Teams are mutually targeting January 2019 to complete this Program task.

(See attached LMR Executive Project Summary Snapshots)



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY – HOMELAND SECURITY GRANT AWARD
COMPLIANCE ASSESSMENT**

The purpose of this discussion item is to share the attached audit report prepared by Crowe, LLP., the firm retained by the California Governor's Office of Emergency Services (CalOES) to provide an assessment in relation to the Homeland Security Grant Funds (HSGP) awarded to LA-RICS under the Urban Areas Security Initiative (UASI) Grant for the deployment of the Land Mobile Radio (LMR) system. The assessment included all funds awarded to LA-RICS from grant award year 2008 through 2016. The audit report was shared with the Finance Committee at their November 15, 2018 meeting.

SOC:pl

Attachment



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

October 29, 2018

Crowe LLP
400 Capitol Mall, Suite 1400
Sacramento, California 95814

We are providing this letter relative to your engagement to perform an assessment in relation to the Homeland Security Grant Program (HSGP) funds that have been passed through to the Los Angeles Regional Interoperable Communications System (LA-RICS), for the Land Mobile Radio (LMR) project during award years 2008 through 2016.

We confirm, as of the date of this letter, the following representations made to you during your assessment:

1. We are responsible for the compliance with Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the grant agreements associated with HSGP funds (Federal award) awarded to LA-RICS by Los Angeles/Long Beach Urban Area Security Initiative (UASI) during award years 2008 through 2016.
2. We are responsible for maintaining effective internal control over compliance.
3. We have made available to you all financial records and related data relevant to the compliance with Uniform Guidance and the Federal award relevant to your sample selections.
4. We have complied with Uniform Guidance and the terms of the Federal award associated with the HSGP funds.



Scott Edson
Executive Director



Susy Orellana-Curtiss
Administrative Deputy



Los Angeles Regional Interoperable Communications System

Authority Homeland Security Grant Award
Compliance Assessment

October 31, 2018

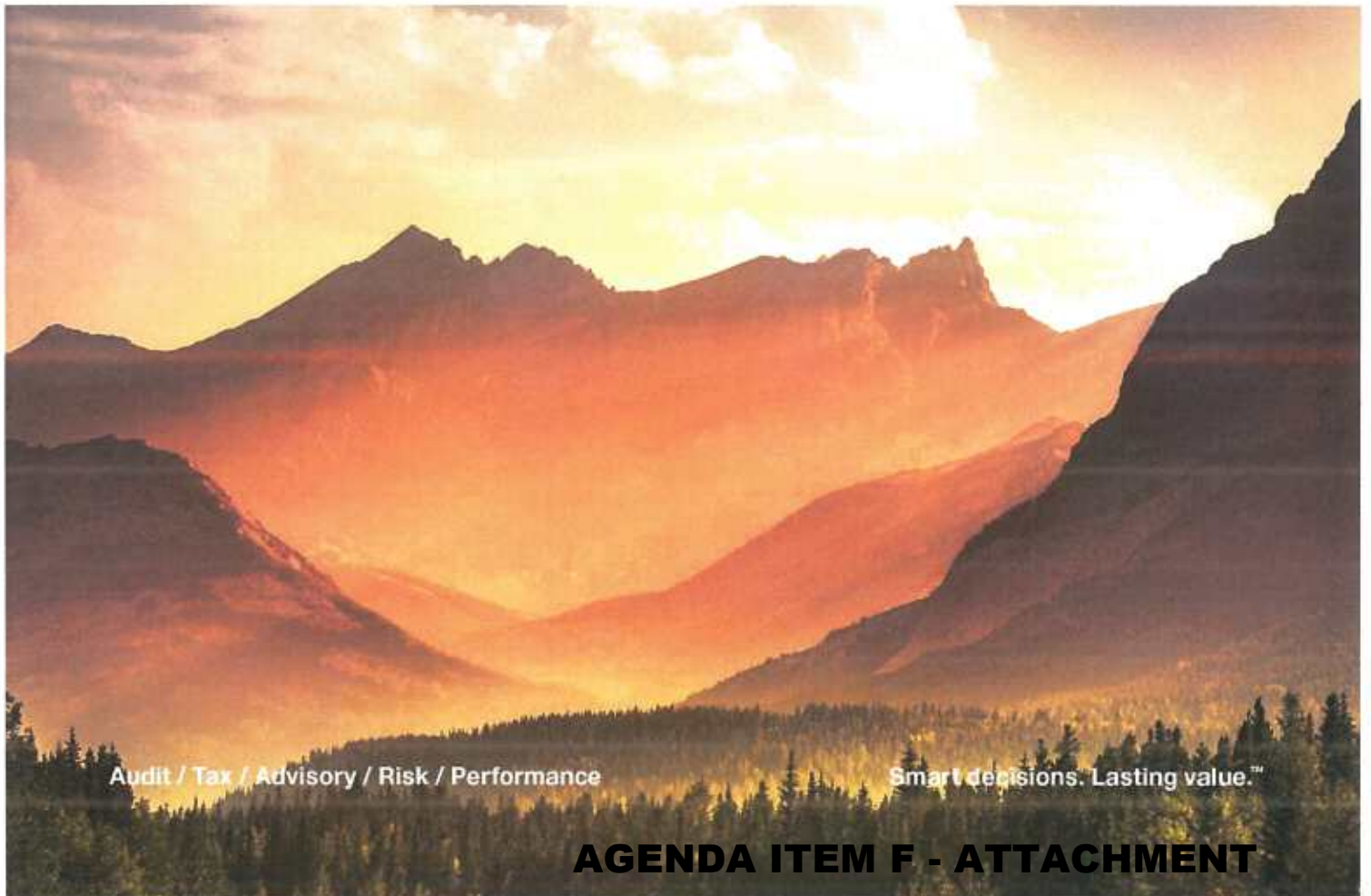


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Cover Letter

Mark S. Ghilarducci, Director
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Mr. Ghilarducci:

Crowe LLP was engaged by the California Governor's Office of Emergency Services (Cal OES) to provide an assessment in relation to the Homeland Security Grant Program (HSGP) funds that have been passed through to the Los Angeles Regional Interoperable Communications System (LA-RICS), for the Land Mobile Radio (LMR) project during fiscal years 2008 through 2016. This was in response to a programmatic review of Cal OES by the Federal Emergency Management Agency (FEMA) Grants Programs Directorate (GPD). On January 12, 2018, the GPD issued a response letter to Cal OES noting that an independent audit of LA-RICS, related specifically to the HSGP funds, is required in order to close out certain corrective actions noted from the programmatic review.

The scope of our assessment included all HSGP funds (Federal award) awarded to LA-RICS by Los Angeles/Long Beach Urban Area Security Initiative (UASI) during fiscal years 2008 through 2016. The scope included :

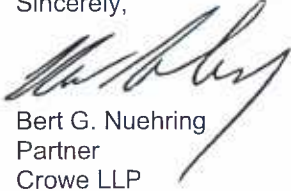
- Evaluating LA-RICS' internal controls over the Federal award;
- Evaluating LA-RICS' compliance with post-Federal award requirements and program guidelines;
- Verifying the HSGP expenditures incurred by LA-RICS were supported by appropriate documentation and were incurred within the period of performance;
- Providing recommendations for improvement in practices and procedures related to monitoring of the grant-Funded activities;
- Evaluating performance of the Federal award-funded projects;
- Assessing the sustainability of the LMR project;
- Assessing evidence of program success and identify ways to improve program performance.

We met with Cal OES to determine the detailed procedures to accomplish the objectives. We determined the most flexible framework to accomplish the objectives and procedures was the consulting standards of the American Institute for Certified Public Accountants. As such, we did not conduct an audit or a review. However, for elements related to compliance with provisions of Federal awards, we conducted our procedures following guidance from the *Governmental Auditing Standards*, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Sampling, procedures, and other audit elements were conducted following the framework of these guidelines.

The procedures performed and corresponding results are detailed in the following report. We did not identify exceptions related to non-compliance with the Federal grant requirements or the requirements of the Uniform Guidance during our procedures.

We appreciate the opportunity to have conducted this assessment. Should you have any questions, or if we can be of any further assistance, please contact me at bert.nuehring@crowe.com.

Sincerely,



Bert G. Nuehring
Partner
Crowe LLP

Background and Executive Summary

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. The Los Angeles Regional Interoperable Communications System Authority (LA-RICS, or the "Authority"), a Joint Powers Authority (JPA) was designed to address these concerns. The LA-RICS project goal is to establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. This includes a Land Mobile Radio (LMR) system. The LMR system will replace the current patchwork of aging frequencies, creating a seamless web of communication. Construction of the radio network is underway. LA-RICS will own, operate, and maintain the LMR network.

Homeland Security Grant Program Funds (Federal Awards) totaling approximately \$105 million were awarded to LA-RICS by the Los Angeles/Long Beach Urban Area Security Initiative (UASI) during fiscal years 2008 through 2016. The California Governor's Office of Emergency Services (Cal OES) is the State Administrative Agency responsible for oversight of UASI funding awarded to the state.

The scope of the assessment incorporated the following main objectives to compliance and sustainability of the LA-RICS LMR project:

- Expenditures were properly supported and support documentation is auditable;
- Expenditures were reasonable, allowable, eligible and allocable to the program;
- The overall management and administration of the program was compliant with State and Federal laws and regulations;
- Purchases were properly procured and comply with Federal laws, regulations and program requirements;
- The internal control structure and internal control activities for the recipient and sub-recipients were in place, and operating effectively, to reasonably assure compliance with the program rules and regulations;
- Analyzing the overall performance and success of the homeland security grant funded projects including:
 - The sustainability of the Land Mobile Radio (LMR) project;
 - Attainment of the grant goals and objectives including providing the stated deliverables
 - Ongoing recommendations for the enhancement and future success of the program.

Overall Assessment

Overall, we found that, based on the procedures performed, the management and administration of the LA-RICS LMR program followed applicable State and Federal requirements. We found detailed records, and reports were maintained supporting the existence, completeness, and accuracy of the procurement of services related to the grant and support for expenditures and period of availability to the applicable grant funding.

We found that LA-RICS had an approved funding plan that indicates the LMR project was sustainable, based on the current subscriber base and the budgeted annual costs. We noted that the LA-RICS advisory committee (Finance Committee) was tasked with reviewing revisions to the Funding Plan, but the plan was not yet publicly available at the time of our report.

We considered the findings applicable to the LA-RICS and UASI noted in the most recent report dated January 12, 2018, from the Federal Emergency Management Agency (FEMA) Grants Programs Directorate (GPD) that resulted from a programmatic monitoring desk review of the fiscal years 2010-2013 Homeland Security Grant Program (HSGP) awards. The assessment objectives and procedures were designed to include procedures that address the concerns raised in the FEMA GPD report, including the involvement of Jacobs Engineering in the procurement of Motorola, whereby we reviewed support evidencing that Jacobs Engineering was not part of the evaluation committee.

Recommendation

During our review of the Authority's Fiscal Manual, we found that the policy document itself was outdated. It was last updated in August 2013. We recommend that LA-RICS review and revise the Fiscal Manual more frequently.

LA-RICS response: LA-RICS notes that the Fiscal Manual was subsequently revised and approved by the Board on June 27, 2018. In addition, LA-RICS referred us to their detailed Policy Manual, which contains, among other things, policies and procedures relating to the fiscal operations of the project. This manual is reviewed and updated on a regular basis.

Detailed Procedures and Results

Internal Controls

A. Data Collection: Obtain the following documentation:

1. Gained an understanding of LA-RICS and UASI's financial, employee, and administrative policies and procedures in place related to the Federal Award, including an understanding of internal controls through obtaining the following:
 - a) Accounting, fiscal and financial policies and procedures.
 - b) Procurement policies and procedures.
 - c) Safeguarding of assets against unauthorized acquisition, use, or disposition.

Results:

We obtained fiscal manuals and gained an understanding of the policies, procedures, and internal controls. We obtained a copy of the internal fiscal manual and found that the document was outdated. It was last updated by LA-RICS in August 2013.

Recommendation:

We recommend that LA-RICS review and revise the Fiscal Manual more frequently.

LA-RICS response: LA-RICS noted that the Fiscal Manual was subsequently revised and approved by the Board on June 27, 2018. In addition, LA-RICS referred us to their detailed Policy Manual, which contains, among other things, policies and procedures relating to the fiscal operations of the project. This manual is reviewed and updated on a regular basis.

- B. Conduct interviews with key program and other LA-RICS and UASI/County personnel to gain an understanding of the LA-RICS' and UASI's processes, procedures and governance structure over the Federal Award. Document Results.

Results:

We met individually with each of the following individuals on June 1, 2018, inquiring about control policies and procedures and whether each was aware of any suspicious or fraudulent activities. No concerns noted.

- Susana Orellana –Curtiss (Administrative Services Manager III)
- Jeanette Arismendez (Contracts Manager)
- Gina Sami (Fiscal Officer I)
- Lam Tran (Grant Analyst)
- Nalani Whatley (Supply and Staging Manager)

- C. Perform testing over the current design and operating effectiveness of controls in place at LA-RICS and UASI in conjunction with testing of Compliance, including controls within the following areas:

1. Allowability of costs

Results:

We performed procedures to understand internal controls in place at LA-RICS over determining allowability of costs. There were two separate classifications of expenditures included in the population of Federal expenditures. These were payroll and non-payroll transactions. For each group of transactions, we performed procedures to determine whether

there was evidence of review and approval, and whether there was adequate segregation of duties among those who initiate record and authorize transactions.

For non-payroll related transactions, we evaluated controls with a sample of 26 transactions, amounting to approximately \$12,722,000. For payroll related transactions, we tested controls pertaining to 30 separate pay periods, amounting to approximately \$4,096,000.

No exceptions were noted as a result of the procedures performed.

2. Period of performance

Results:

We performed procedures to understand internal controls in place at LA-RICS over determining compliance with period of performance requirements. We tested 31 transactions amounting to approximately \$49,152,000. The transactions selected for testing were reimbursement requests occurring near the beginning and near the end of the period of performance stipulated in the award documents. No exceptions were noted as a result of procedures performed.

3. Cash management

Results:

We performed procedures to understand internal controls in place at LA-RICS over cash management requirements. We tested 7 transactions amounting to \$58,521,000. No exceptions were noted as a result of procedures performed.

4. Procurement

Results:

We performed procedures to understand internal controls over 100% of the population of transactions subject to Federal procurement requirements. The procurements included the final executed agreements specific to Jacobs Engineering and Motorola. The value of the executed agreements with both vendors amounted to approximately \$352,083,000.

LA-RICS adopted the County of Los Angeles' (County) procurement procedures for service contracts. The Los Angeles County Services Contracting Manual provides the "cradle-to-grave" framework for solicitations such as Request for Proposals (RFPs), Invitation for Bid (IFBs), and Request for Statement of Qualifications (RFSQs). LA-RICS followed the applicable policies and procedures of the manual such as the Services Contract Solicitation Protest Policy. In addition, Authority personnel routinely attended the Countywide Contracting Network meetings to ensure that the Authority was up-to-date with the most recent changes and developments in County contracting.

No exceptions were noted as a result of the procedures performed.

5. Reporting

Results:

We inspected the grant agreements between LA-RICS and City of LA and did not find any reports that were required by Federal regulations to be submitted. Based on discussion with the UASI Director of Grants and Finance as well as representatives at Cal OES, the reports listed as applicable to grantees include the Federal Financial Report, Initial Strategy

Implementation Plan, and the Performance Progress Report. These reports were required to be submitted by the first tier subrecipient, or the first tier pass-through entity (Cal OES). Subrecipients (LA-RICS) were not required to submit these reports. No exceptions were noted as a result of procedures performed.

Separately, Cal OES, in a letter dated April 1, 2016, to the Grants Programs Directorate (GPD) of the Department of Homeland Security, stipulated that additional monitoring was to be performed by Cal OES over subrecipients for the purpose of tracking project progress. This additional monitoring was imposed by Cal OES on the subrecipients; as such, these reports were not subject to this assessment, the scope of which was an evaluation under Federal compliance requirements.

6. Safeguarding of assets

Results:

We obtained an understanding of internal controls at LA-RICS pertaining to the safeguarding of assets purchased and built with Federal funding.

LA-RICS has employees who monitor contractors. Additionally, LA-RICS enlisted Jacobs Project Management Company ("Jacobs") to assist in management and oversight of the project. LA-RICS also enlisted assistance from other technical experts (from County departments such as the Internal Services Department, Sheriff's Department, and the Fire Department). Jacobs established a logistics management process to ensure materials are at the right place at the right time during deployment. When an asset is purchased, it is tracked using an asset management tracking system that also tracks the corresponding funding source. Only users with proper authorization had access to this system. This system can also produce an audit trail of updates or changes to information for an individual asset. Information includes equipment details, events, costs, funding source, and deployed location. Jacobs verifies the Authority's equipment inventory and documents the quantity, model, revision level, and serial numbers. Jacobs will also indicate if there is any deviation from a master list for factory orders/equipment lists.

We tested internal controls for a sample of 40 assets, in order to determine whether records for equipment acquired were maintained accurately, and whether there was evidence of maintenance records in accordance with Federal regulations for equipment management. No exceptions were noted as a result of procedures performed.

- D. Analyze the LA-RICS and UASI's organizational and project management structures to identify inefficiencies or duplications of efforts and provide recommendations for improvement.

Results:

We performed a detailed review of internal controls as those control systems relate to the following compliance objectives.

- Expenditures were properly supported and support documentation was auditable;
- Expenditures were reasonable, allowable, eligible and allocable to the program;
- The overall management and administration of the program was compliant with State and Federal laws and regulations;
- Purchases were properly procured and complied with Federal laws, regulations and program requirements; and
- The effectiveness of internal control structure and internal control activities for the recipient and subrecipients was in place to reasonably assure compliance with the program rules and regulations.

Also we reviewed project management and organizational structures related to the following objectives:

- Analyzing the overall performance and success of the homeland security grant funded projects including:
 - The sustainability of the Land Mobile Radio (LMR) project;
 - Attainment of the grant goals and objectives including providing the stated deliverables; and
 - Ongoing recommendations for the enhancement and future success of the program.

Performance

A. Data Collection: Obtain the following documentation:

1. Copies of all grant agreements related to the Federal Award.
2. A listing of all audits pertaining to the Federal Award, outside of annual financial statement/Single audits.
3. Plans or reports that exist to show progress to the 2020 interoperability goal, including a current deployment plan or similar documentation that exists.
4. Budget for the 2017-2019 grant period and detailed funding plans for 2017-2019.

Results:

We obtained and reviewed grant agreements. We obtained copies of the single audit reports for fiscal years 2011 through 2016. We obtained the budget for the 2017-2019 grant period and the detailed funding plans for 2017-2019. We obtained the following related to the 2020 interoperability goal:

- LA-RICS funding plan dated June 2, 2014, updated June 4, 2014;
- Cover letter to City Managers, accompanying the LA-RICS funding plan, summarizing the funding plan;
- LMR Level 7 Schedule, listing locations, detailed project steps and estimated timing, dated March 24, 2018; and
- Interim Assessment of LA-RICS Deliverable dated September 1, 2016, prepared by the Interim Executive Director, discussing Personnel Resources and Organizational Structure, Finances and the Funding Plan, Relationships and Marketing, Business Strategies, and past significant 90-day events.

B. Understand what type of information is available publicly and under the California Public Records Act related to the LA-RICS Federal Award. Review publicly posted documents on LA-RICS website.

Results:

We obtained an understanding of the types of information publicly available regarding the management and oversight of LA-RICS. Available information included:

- Meeting minutes of the JPA Board, the Finance Committee, and the Operations and Technical Committees, beginning with July 11, 2013, through December 14, 2017;
- The Documents Library, a repository of publicly available information about LA-RICS. Such information included:
 - The organizational documents of LA-RICS, including the JPA Agreement dated January 2009, Bylaws, and notices of tax exemption.
 - A listing of the agencies that are members of the LA-RICS JPA.

- Copies of the lease agreement with Spectrum for FirstNet, through which FirstNet will lease spectrum usage rights to operate on the 700 MHz public safety broadband spectrum.
- Environmental assessments that provided site-specific details of the affected environment, and a summary of impact analysis for each site, which included detailed maps, photographs, and discussions.
 - Final Environmental Assessment, October 2014
 - Supplemental Environmental Assessments, July 2015 and August 2015
 - Revised Finding of No Significant Impact, September 2015
 - Final Environmental Impact Report, March 2016
 - Final Programmatic Environmental Assessment, April 2016

We also conducted an internet search for historical news articles about LA-RICS, which may be of significance to the evaluation of performance. The articles we found dated March 30, 2014, and August 18, 2013, indicated that there was a degree of disagreement in the selection of Motorola for the land-mobile-radio component of the interoperable communications. While the procurements referenced were not ultimately executed at the time, we performed procedures over compliance with Federal regulations over procurement, in the Compliance section of this assessment. The results of our procedures indicated that LA-RICS followed procedures as prescribed by the County during the procurement process for Motorola and Jacobs Engineering.

- C. Compare information from publicly available reports to underlying financial information to determine whether it agrees.

Results:

We obtained information noted in item B, on the previous page, and where appropriate, compared the publicly available records to underlying financial information. Examples of instances specifically compared to underlying financial information include:

- Verified disclosures of member agencies and board members to signed JPA agreements with the 24 individual member agencies;
- Agreed disclosures about grant awards in meeting minutes to the underlying award documents summarized by grant period;
- Agreed disclosures about the approved funding plan to the underlying, approved funding plan; and
- Agreed information in the approved funding plan to the number of member agencies, and to the approved grants as supported by underlying award documents.

We found that the information above agreed without exception.

- D. Attend a Board meeting of the LA-RICS JPA Board of Directors.

Results:

Attended the Board of Directors meeting on April 12, 2018 at 9:00 AM. A summary of items noted during the Board meeting follows:

- Director's report - Director Edson provided a report including updates on progress pertaining to the status of migrating from the Public Safety Broadband Network to AT&T. Director Edson also summarized the status of the LMR project indicating that LA-RICS is still on schedule under the 20/20/20 plan. The plan stipulates 20 sites will be built in 2017, 20 sites in 2018, and 20 sites in 2019, with testing and acceptance expected in early 2020.
- Project manager's report - The project manager representative from Jacobs Engineering provided an update to the board on the overall progress of the project.

- E. Understand what LA-RICS has done to determine that the assets will be deployed. Understand what LA-RICS is doing to make sure the assets are operational and that the program objectives will be met.

Results:

LA-RICS has an internal team responsible for monitoring contractors. LA-RICS enlisted Jacobs Project Management Co. ("Jacobs") to assist in management of the project. LA-RICS also enlists assistance from other technical experts (from county departments). Jacobs established a logistics management process to ensure materials are at the right place at the right time during deployment. Once an item is purchased, it is tracked using an asset management tracking system that also tracks the corresponding funding source. Jacobs verifies the Authority's equipment inventory and documents the quantity, model, revision level, and serial numbers. They also note any deviation from a master list for factory orders/equipment lists.

LA RICS executed an agreement that includes detailed criteria for acceptance for each respective phase of the project completion. Motorola will only be compensated when the milestones (project deliverables) established in the agreement are accomplished and accepted by LA RICS and Jacobs Engineering (serving as the project manager).

LA-RICS ensures that assets are operational and program objectives are being met during the course of acceptance of project deliverables. Significant milestones are accomplished during Phase 3 (Supply LMR System Components), Phase 4 (LMR System Implementation) and Phase 5 (LMR System Maintenance).

As part of the acceptance process, equipment inventory quantity, model, revision level, and serial number is verified and any deviation from the factory orders/equipment master list is documented and corrected, if necessary.

Based on the above, it appeared there was a sufficient plan in place to ensure that assets will be deployed.

- F. Evaluate the performance of the Federal Awards projects (LMR) by obtaining documentation of the achievement of grant goals and objectives and stated deliverables are being met.

Results:

We read the Executed Agreement between LA-RICS and Motorola, Inc., which included a listing of deliverables required, including:

- Recurring Monthly Status Updates;
- Phase I planning documents including Overview and Scope, Communications Plan, and Quality Control Plan, among others;
- Phase II Pre-installation Test Acceptance for Core and Subsystems;
- Phase III documentation of installation and acceptance testing – none of Phase III was completed at the time of our assessment as it is dependent upon all sites being finished.
- Phase IV documentation of training and migration - none of Phase IV was completed at the time of our assessment as it is dependent upon sites being complete; and
- Phase V - Final acceptance of all Phase V deliverables and provide LMR system maintenance - this phase is not complete, as it cannot start until all Phase IV work is complete.

After compiling a list of completed deliverables, we selected a sample from those that were completed, and compared those back to the deliverable requirements in the agreement. Our sample included the following:

1. Phase I - Communications Plan (Deliverable A1.3)
2. Phase I - Subsystem Design for DVTRS (Digital Trunked Voice Radio Subsystem Design)
3. Phase I - Subsystem Description for Logging Recorder.

We found that for the items inspected, the stated goals were met as evidenced by the following:

Phase I – Communications Plan – we obtained a copy of the report dated February 13, 2014, from Motorola to LA-RICS for the LMR. We read the report and noted that the items that were required to be included in the Plan, were included, such as protocol for email correspondence and meeting minutes, daily, weekly, and monthly status reports, and maintenance and marking of program documents.

Phase I – Subsystem Design for DVTRS – we obtained a copy of the DVTRS Functional Description, dated August 2014, which included detail about the design. This was a required deliverable as part of the agreement.

Phase I – Subsystem Design for Logging Recorder – we obtained the description of the Logging Recorder provided by Motorola. This was a required deliverable as part of the agreement.

- G. Use benchmark evaluation techniques to identify potential areas of improvement in operations and communication, and to evaluate feasibility of project completion with currently earmarked UASI 2017-2019 funding.

Results:

We reviewed publicly available information for five organizations similar to LA-RICS in order to determine whether there were comparable projects being undertaken by local agencies, and if so, to determine whether the progress of LA-RICS was comparable to those other agencies. We identified the following similar organizations and projects:

1. Regional Communications System – San Diego County & Imperial County (RCS) – RCS was pursuing a similar project with UASI funding and was making progress towards the completion of the system. RCS first engaged a consultant in 2009 and established a baseline and design alternative in 2010-2011. RCS experienced some of the same barriers to project completion as LA-RICS, such as negotiations for site access and continued funding for the project as a whole. RCS has been able to overcome these barriers and was on track for final acceptance of project completion in 2019. RCS had 50 member agencies. RCS was installing NextGen equipment at 50 remote radio sites and work was also underway to reprogram more than 20,000 user radios to operate on the new network.
2. Orange County – Orange County (OC) operates a Countywide Coordinated Communications System (CCCS) for all local public safety agencies and for general government on a 24-hour basis. The system allows for interoperability among various departments. The previous communications system was put into place in 1973 and was outdated and overloaded. In September 1995 Motorola was engaged to acquire and implement the new 800 MHz CCCS, and in April 1999, Public Facilities and Resources Department was the first division using the new system. All of the fire service departments were implemented and operational by January 2000, and law enforcement began implementation in March 2000. In November

2001, OC completed the implementation. Soon after, OC discovered that the public safety system was receiving interference from cellular telephones. OC has been included in the fourth wave of the FCC Rebanding Plan to transition 800 MHz public safety users to alternate frequencies at the expense of Nextel. Implementation of the FCC Rebanding Plan in OC will likely require the reprogramming of 21,000 radios on two different occasions.

While OC has a developed communications infrastructure, which was implemented in the course of approximately six years, certain issues were encountered due to the radio frequency used. It does not appear the County was being funded to construct a system similar to that used by LA-RICS, but the structure and issues encountered by OC are helpful in understanding why a longer timeframe, such as that taken by LA-RICS, might be beneficial if similar issues are to be avoided.

3. Interagency Communications Interoperability (ICI) – ICI is a separate JPA in LA County with a similar objective to LA-RICS. It is shared system with components purchased and constructed by individual cities and linked together through a network to provide regional coverage. The member agencies formed a JPA in September 2003. There were nine members at the time of our assessment, some of which were former members of the LA-RICS JPA. In comparison to LA-RICS, which is building new towers and is subject to negotiating rights to use land for building the infrastructure, ICI took a different strategic initiative in developing an interoperable communications system using a microwave communications system on existing infrastructure. ICI was further along at achieving its objectives given the different approach. Some of the members of the JPA joined the ICI JPA and left LA-RICS' JPA in order to achieve quicker interoperability. Examples included: Beverly Hills, Burbank, Culver City, Santa Monica, Glendale, Montebello, Pasadena, Pomona, Azusa, Baldwin Park, Covina, Glendora, Irwindale, La Verne, and West Covina.
4. San Bernardino County – In September 2012, the County Board approved an upgrade of the County's public safety radio communications system to provide a new stable and reliable digital communications system, including an upgrade of the microwave data transport system. The estimated time frame was seven years and includes upgrading 60 existing sites and adding 22 new sites based on Motorola's standard building type and 100 foot tower specifications. The plan was a five-phased approach by geographical region. The project is not a JPA but there are similarities to the LA-RICS project, and the timeframe is similar as well.
5. South Bay Regional Public Communications Authority – (Also referred to as "RCC" – Regional Communications Center) is a regional communications center for the cities of Gardena, Hawthorne, and Manhattan Beach. They also provide communication services to the cities of El Segundo, Hermosa Beach, and Culver City. RCC was selected to receive an UASI grant of \$5MM in 2011 to develop and operate a consolidated, regional, computer-assisted dispatch operation. There was a JPA of the member agencies. The South Bay project was estimated to be completed by December 2018, and as such, was ahead of LA-RICS in terms of completion; however, the project is smaller in size than LA-RICS. South Bay only included 6 members as participants whereas LA-RICS included 24 members at the time of our assessment.

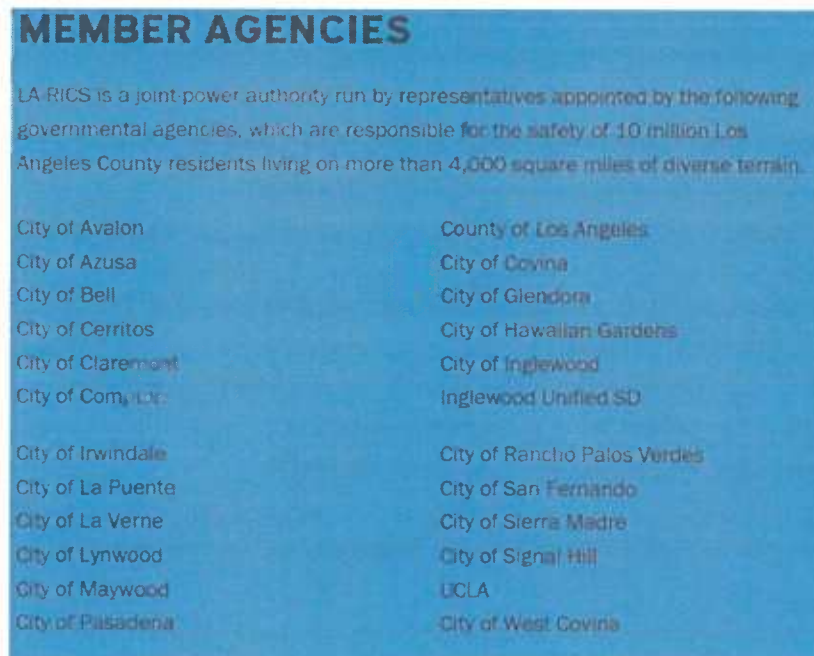
Overall, based on review of the five comparable projects noted above, the overall progress development of other entities was further completed in some instances, either due to having a smaller scale, or due to a different approach to achieve interoperability (for example, using existing equipment rather than developing new LMR towers). For those projects with a similar approach to LA-RICS (such as San Bernardino), the timeframe was similar to LA-RICS.

- H. Obtain management and public reports and evaluate for completeness, accuracy, and consistency to measure performance and support decision making.

Results:

We reviewed information available on the LA-RICS website (www.la-rics.org). We agreed the following publicly posted information to underlying support of the information or statistics:

1. Listing of member agencies – The overview page lists the below 24 member agencies. This agrees to underlying JPA agreements that we obtained.



2. LMR funding chart – we agreed the amounts listed in the chart to the grant agreements for UASI for 2009 – 2016.

LMR SYSTEM DEPLOYMENT FUNDING			
UASI	Award Amount	SHSGP	Award Amount
2009	\$ 16,929,838	7	\$ 2,225,647
2010	\$ 17,439,817	8	\$ 303,227
2011	\$ 18,227,386	9	\$ 704,475
2012	\$ 18,263,579	10	\$ 6,492,801
2013	\$ 13,744,067	11	\$ 3,004,551
2014	\$ 4,997,544	12	\$ 1,842,851
2016	\$ 5,240,456	13	\$ 508,982
2017	\$ 35,000,000	14	\$ 200,000
2018	\$ 35,000,000	15	\$ 700,000
2019	\$ 35,000,000		
Total Funding	\$ 199,842,687		\$ 15,982,534

3. We noted a funding plan was available on-line as well; however, we were informed by LA-RICS personnel that a revised plan had been drafted and was pending approval, therefore, we did not perform procedures to agree information on the funding plan, outside of the UASI grants information noted above.

Compliance

A. Data Collection: Obtain the following documentation:

1. Listing of disbursements/cash drawdowns from the LA County office or from UASI.
2. Listing of disbursements should distinguish, or provide additional information to distinguish, between disbursements for equipment and planning (consultant and labor payments).
3. Listing of procurements associated with the Federal award for all grant periods.
4. Inventory of all equipment associated with the Federal award.
5. Listing of all contracts associated with the Federal award.
6. Cost allocation and overhead rate calculation procedures and methodologies for all grant periods.
7. Listing of all compliance and performance reports provided to Cal OES, noting the due date and the date actually submitted.
8. Listing of any expenditures transferred from one grant period to another.
9. Documentation related to the procurement of Jacobs.
10. Documentation related to the procurement of Motorola.
11. Listing of all employees that are employees on loan to the project from the County (and as such do not have overhead allocated to their salary and benefits assigned to the contract).

Results:

We obtained all of the information listed above, with the exception of Item 6, cost allocation and overhead rate, as LA-RICS did not claim overhead costs. We performed the procedures in the following sections as applicable.

B. Agree totals of listings of cash drawdowns, based on expenditure date, to total grant expenditures within previously issued Single Audit reports, in order to determine completeness of the listings.

1. Select 6 the largest draws and determine whether they are in compliance with cash management requirements stipulated in the Federal Regulations.

Results:

We agreed the total listings of cash drawdowns, based on expenditure date, to the total grant expenditures included within previously issued Single Audit reports, in order to determine completeness of the listing. We selected the six largest draws and tested compliance with the attributes listed above. We noted no exceptions. The draws we tested are listed below.

Selection #	Cash Drawdown Number	Grant	Amount
1	33A	UASI 12	\$ 13,232,084.27
2	37A	UASI 10	\$ 6,058,199.12
3	38A	UASI 10	\$ 5,245,735.39
4	49A	UASI 9	\$ 16,929,838.00
5	60A	UASI 11	\$ 3,790,093.05
6	61A	UASI 11	\$ 11,031,086.72
7	62A	UASI 11	\$ 2,234,016.80

C. Select a sample of expenditures covering all years of the grant period to test the following compliance objectives and attributes:

1. All work conducted by LA-RICS is conducted in accordance with grant agreement terms and conditions.
2. Expenditures were allowable, allocable, necessary and reasonable, sufficiently supported with appropriate documentation, and were incurred within the period of performance of each grant award.

Results:

We obtained the grant agreements and selected a sample of non-labor expenditures and tested the attributes listed below in item D.

D. For the selected sample of non-labor expenditures, perform the following procedures:

1. Determine appropriate documentation/backup is maintained (i.e., purchase order, requisition, receiving report, voucher, purpose) for expenditure.
2. Determine whether expenditure was properly approved/authorized.
 - a. Determine whether information included in underlying support agreed to expenditure records and the expenditure was properly recorded in LA-RICS financial systems.
 - b. Review expenditure detail and support to determine whether purchase was considered reasonable.
 - c. Review expenditure detail and support to determine whether purchase was made in accordance with LA-RICS' goals and objectives of the project.
 - d. Determine whether competitive bidding requirements were followed in accordance with LA-RICS policy and Federal requirements, if applicable.
 - e. For professional services charges reflected within the expenditure sample, obtain a copy of the work products, if deemed necessary, to verify the work was performed.
 - f. Determine payments were in accordance with the contract payment terms. Determine the payment was an allowable and reimbursable cost.

Results:

We selected a sample of 5 expenditures. The sample totaled \$11.8MM. The sample is listed below. We tested each of the above listed attributes and noted no exceptions.

Selection #	Grant	Record Date	Amount	Check Description	Fiscal Year	Drawdown Number	Drawdown Received Date
1	UASI 12	6/15/2017	8,274,287.00	UASI 12 - A2/2 LA-RICS Equipment	2017	33A	6/9/2017
2	UASI 10	3/28/2014	59,880.60	UASI 10 - A1/1 LA-RICS Equipment	2014	37A	1/16/2014
3	UASI 12	11/7/2016	1,010,899.85	UASI 12 - A1/310 LA-RICS Planning	2017	28A	7/29/2016
4	UASI 10	7/9/2014	327,597.69	UASI 10 - A2a/309 LA-RICS Planning	2015	47A	6/25/2014
5	UASI 10	5/1/2014	2,181,710.91	UASI 10 - A1/1 LA-RICS Equipment	2014	37A	1/16/2014

3. Salaries, payroll, and timekeeping were verified and were compliant with all applicable regulations. For the selected sample of labor expenditures, perform the following compliance procedures:
- Review documentation of employee time to determine whether employee tasks were in accordance with LA-RICS LMR goals and objectives.
 - For employees not paid 100% with LA-RICS funding, review supporting documentation to determine whether correct amount of time was charged to LA-RICS.
 - Determine whether employee time was coded to proper LA-RICS account/project.
 - Confirm overhead allocation rates for the selected expenditures, for labor costs that are incurred on an "as-needed" basis (not employees on loan to LA-RICS).
 - For expenditures that include overhead labor rate costs, review supporting documentation for the calculation and allocation. Determine amounts were calculated correctly.

Results:

We selected a sample of 4 monthly payroll reports for payroll costs. The sample totaled \$3.1MM. The sample is listed below. We tested each of the attributes listed above with no exception. We noted that none of the expenditures included overhead labor rate costs as LA-RICS has not allocated any overhead to the grant.

Selection #	Grant	Record Date	Amount	Fiscal Year	Drawdown Number	Drawdown Received Date
1	UASI 12	11/7/2016	1,010,899.85	2017	28A	7/29/2016
2	UASI 12	6/15/2017	443,036.29	2017	33A	6/9/2017
3	UASI 10	2/9/2015	850,882.12	2015	50A	10/16/2014
4	UASI 12	2/7/2017	863,267.56	2017	30A	2/7/2017

4. Contracts and procurements made with Homeland Security grant funds were compliant with applicable provisions of laws, regulations, contracts, and grant agreements.

Results:

We obtained the listing of procurements made, which included a total of three procurements. Expenditures for items such as office supplies and other sundry costs were not subject to reimbursement under the grant and, thus, are not listed below and were not evaluated. We selected the two largest procurements for testing, noted below.

LA-RICS PROCUREMENTS
Associated with the Federal Award

RFP NAME	RFP RELEASE DATE	AWARDED PROPOSER	CONTRACT NO.	CONTRACT START DATE	EXPIRATION DATE	NOT-TO-EXCEED AMOUNT
LA-RICS RFP for Environmental Documentation Services	09/07/11	UltraSystems Environmental, Inc.	---	01/09/12	01/08/15	\$3,257,579
LA-RICS RFP for Project and Construction Management Services	12/06/11	Jacobs Project Management Co.	---	03/29/12	Until LMR Contractor achieves "Final LMR System Acceptance"	\$56,163,404
LA-RICS RFP for a Land Mobile Radio (LMR) System	10/25/12	Motorola Solutions, Inc.	LA-RICS 007	08/15/13	End of the Warranty Period, unless sooner terminated or extended, in whole or in part	\$295,919,379

We tested the following attributes for each of the two procurements selected, noting no exceptions:

- The procedures conducted resulted in reasonable costs being charged to the Federal award.
- The bidding procedures were properly followed as required by LA-RICS' policy.
- The bid was approved by the Board of Directors, before funds are disbursed.
- The contract was approved by an official authorized to enter into contractual agreements for the LA-RICS.
- LA-RICS incorporated the eligibility criteria into the awarding process during the project identification and selection process.
- The contractor met the eligibility criteria per procurement policy.
- The contractors performed as required under the terms of the contract.
- LA-RICS monitored/is monitoring the contractors performance to ensure they performed as required under the terms of the contract.
- Documentation related to the approval of contract amendments and change orders is retained and established procedures were followed and approval was properly documented.
- The contractor payments (including payments following change orders) were in accordance with the contract.
- Examine contract files and verify whether they documented the history of the procurement, including the rationale for the method of procurement, selection of contract type, basis for contractor selection, and the basis for the contract price.
- Verify whether the procurement method used was appropriate based on the dollar amount and conditions.
- Verify whether procurements provide full and open competition.

- n. Ascertain whether cost or price analysis was performed in connection with all procurement actions exceeding the simplified acquisition threshold, including contract modifications and that this analysis supported the procurement action.
 - o. Verify that the vendor is not on the Debarment List.
 - p. Determine whether competitive bidding has been followed with the lowest responsive bidder being selected or a rationalization for not selecting the lowest bidder was included in the selection process.
5. Equipment was properly accounted for and inventory is up to date and accurate.

Results:

We obtained listing of all LA-RICS UASI-funded equipment. During a site visit of the Monterey, CA location and the LA-RICS headquarters, we traced a sample of assets from the sites to the listing to help obtain comfort with completeness.

We selected a sample of 40 total items from the listing and obtained the last inventory date from LA-RICS system. We noted that all inventory had been counted and observed by LA-RICS within the last 24 months. LA-RICS rotates inventory counting where every item is counted at least once per calendar year. We noted that none of the items selected had a last inventory date any older than February 2017. No exceptions noted.

- E. Select a sample of expenditures that were transferred from one grant period to another and ensure that the expenditures were not double counted in multiple grant periods.

Results:

We obtained spending plan trackers from LA-RICS and the City of LA that outlined which UASI grants will fund certain costs. We noted each spending plan matched a justification memo. According to discussions with the Grant Specialists at the City of LA, when LA-RICS requests reimbursements for the UASI grants, the Grant Specialist will perform a procedure to ensure that the correct grant periods were used and that the expenditures were within the appropriate period of performance.

According to inquiry, there were no expenditures transferred between periods or recorded in the incorrect period. In order to verify that there were no expenditures that were being funded from the wrong period of performance, we selected a sample of 31 expenditures, totaling \$49.1MM, and verified that the following attributes were met:

- a. The Admin Chief of LA-RICS signs off on the reimbursement packet and reviewed the reimbursement request form checklist to ensure that the period of performance requirement is met (control).
- b. Expenditures were in the correct period of performance and in accordance with the applicable compliance requirements (pre-2009 – pre-uniform guidance / post-2009 – uniform guidance).
- c. Verify there were no adjustments (manual journal entries) noted for the applicable award.
- d. The Appropriate UASI grant number was used for the expenditures.

No exceptions were noted.

- F. Review the listing of reports provided from the Mayor's Office to Cal OES and determine whether the reports were compliant with all Federal regulations and were provided timely.

Results:

The Biannual Strategy Implementation Report (BSIR) was the only report applicable to be submitted by the Mayor's Office to Cal OES. The Federal Financial Report, Initial Strategy Implementation Plan, and Performance Progress Report were required to be submitted by the primary recipient, or Cal OES. The subrecipients were not required to submit these reports.

We obtained a listing of the due dates of the BSIR and copies of the reports submitted by the Mayor's Office to Cal OES, noting that all reports were submitted within 30 days after the end of the reporting period, as required.

- G. Obtain and review documentation related to the procurement of Jacobs and of Motorola.
1. Review policies, procedures and eligibility criteria obtained above to gain an understanding of the whether LA-RICS and Federal procurement rules were followed.
 2. Obtain and review documents (meeting minutes, LA-RICS reports, evaluation scoring sheets) related to consultant/contractor evaluation and selection.
 - a. Review the documentation to determine whether the procedures conducted resulted in reasonable costs being charged to the Federal award. The determination of reasonableness may be completed by reviewing evidence of bids or other documentation provided by vendors from which a price/cost comparison may be conducted.
 - b. Determine whether bidding procedures were properly followed as required by policy.
 - c. Determine whether the contract was approved by an official authorized to enter into contractual agreements for the LA-RICS.
 - d. Determine whether LA-RICS incorporated the eligibility criteria into the awarding process during the project identification and selection process.
 - e. Determine whether contractor met the eligibility criteria.
 - f. Determine whether the contractors performed as required under the terms of the contract. If deemed necessary, examine the work product actually produced.
 - g. Determine whether LA-RICS monitored/is monitoring the contractors performance to ensure they performed as required under the terms of the contract.
 - h. If the contract includes contract amendments or change orders, review documentation related to the approval of contract amendments and change orders to determine whether established procedures were followed and approval was properly documented.
 - i. Review contract payment terms and bond requirements and identify the allowable and non-allowable costs. Select a sample of contractor payments (including payments following change orders) to determine whether payments were in accordance with the contract.

Results:

We obtained information pertinent to the procurement of Jacobs and Motorola. We tested for compliance with Federal and LA-RICS procurement policies as previously described, noting no exceptions. We received support evidencing that Jacobs was not part of the evaluation committee for the procurement of Motorola. We also tested a sample of five expenditure disbursements as previously described, which included disbursements under the contracts with Jacobs and Motorola, noting no exceptions.

H. Period of Performance (Pre-Uniform Guidance). Test transactions charged to the Federal award after the end of the period of availability to verify that the:

1. Underlying obligations occurred within the period of availability; and
2. Liquidation (payment) was made within the allowed time period.

Results:

As described previously in this report, we selected a sample of 31 expenditures, totaling \$49.1MM, and verified information related to period of performance. No exceptions were noted.

I. Period of Performance (Uniform Guidance). Test the following compliance:

1. For Federal awards with performance period beginning dates during the assessment period, test transactions for costs recorded during the beginning of the period of performance and verify that the costs were not incurred prior to the start of the period of performance unless authorized by the Federal awarding agency or the pass-through entity.
2. For Federal awards with performance period ending dates during the assessment period, test transactions for costs recorded during the latter part and after the period of performance and verify that the costs had been incurred within the period of performance.
3. For Federal awards with performance period ending dates during the assessment period, test transactions for Federal award costs for which the obligation had not been liquidated (payment made) as of the end of the period of performance and verify that the liquidation occurred within the allowed time period.
4. Test adjustments (e.g., manual journal entries) for Federal award costs and verify that these adjustments were for transactions that occurred during the period of performance.

Results:

We addressed these procedures through testing samples of expenditures and comparing to underlying documentation to corroborate the period of performance. No exceptions were noted.

J. Recommend improvements regarding oversight and monitoring of grant funded activities.

Results:

We noted through our testing procedures that LA-RICS and UASI had available documentation and support, and evidence of review, as appropriate for the applicable grant compliance and cash disbursement areas.

Sustainability

1. Data Collection: Obtain the following documentation:
 - a. Original deployment and sustainability plan and associated amendments.
 - b. Information related to the potential subscription based plan, including any studies of other similar organizations using subscription plans, and analysis of subscription cost structure.
 - c. Any commitments from subscribers and any listings of potential subscribers.

Results:

We obtained the LA-RICS funding plan dated June 4, 2014. The funding plan relied on grant monies for the initial construction of the LMR and LTE systems. Member fees were the revenue source for operation of both systems, administrative costs, LTE hard match, and LMR system refresh (the LMR system refresh includes a systematic replacement of Land Mobile Radios with newer model equipment). The Funding Plan included 86 total members; however, as of the time of our assessment, only 24 members remained in the JPA. No costs were to be allocated or collected for the LMR system from members until such time as the system is operational. In addition, the Board was required to issue an amendment to the Funding Plan to reflect projected operational and maintenance costs prior to the operation of the LMR system. We were told by LA-RICS that during the time of our procedures, a draft revision to the funding plan was in review, but it was not yet publicly available for our inspection.

LA-RICS included annual member contribution tables as part of the original funding plan. Current members, by opting into the LA-RICS JPA, agreed to the existing cost factors included in the funding plan. A revised member cost factor table was provided by LA-RICS that adjusted the contribution of each member, based on the change in membership from the original funding plan.

Crowe performed an analysis of the information obtained, see the results of procedures performed, summarized in the following steps.

2. Review the reasonableness of the funding plan and related schedules.

Results:

The executive summary of the funding plan summarized certain background information about the LA-RICS JPA (the Authority) and the project objective. The Authority was required to develop and adopt a funding plan before committing resources to constructing the LMR or LTE systems.

The funding plan is required to identify funding sources and mechanisms. In particular, it must specify a means or formula for funding the construction, operation, and maintenance of the system. The funding plan is required to include an allocation of costs among the members of the Authority, subscribers and other funding sources.

The funding plan presented LMR capital costs of approximately \$205M and annual costs of approximately \$11M for operations and capital replacement. The Plan also addressed LTE capital costs and of approximately \$150 million, additional capital costs of approximately \$17 million for additive alternates (three options that can be exercised at the sole discretion of the JPA, related to functionality), and annual costs of approximately \$10 million for operations excluding capital replacement.

The funding plan relied on grant monies for the initial construction on the LMR and LTE systems. Member fees were the exclusive revenue source for the operations and maintenance, as well as all other capital costs. The financing model seeks to apportion costs to members relative to each member's ratio of population and geographic factors.

The funding plan was predicated on members participating in the system, and the contribution from each member was calculated based on the number participating. For every member that chooses not to participate, its annual share of the cost must be assumed by the Authority should total system costs be higher than the revenues collected from early participating members.

It should be noted the funding plan is required to be evaluated three years after the date of adoption. The funding plan included average annual cost estimates for LMR and LTE. The Funding Plan comprises fees that are calculated by LA-RICS Members for both the LMR and LTE systems, as well as for JPA operations. Administrative costs for LA-RICS were divided into three areas, one being JPA operational cost, the second for LMR administration, and the third for LTE administration. Costs for JPA operations are for categories such as Authority staffing, administrative facility lease, and insurance. LMR and LTE administration costs are specifically for the management and implementation of each system including contract management, grant administration, and other tasks to maintain system operations.

Land Mobile Radio

Components of LMR cost included the contract system maintenance costs (Phase 5) totaling approximately \$56 million for the full 15-year contract period (Source - Exhibit C.6 – Schedule of Payments LMR System Maintenance – LA-RICS LMR Agreement with Motorola). The payments varied from year to year, beginning at \$4 million in year 1, reducing to \$3.6 million by year 15. In addition to the contracted system maintenance cost, an infrastructure component was included to account for replacement and technological upgrade and/or obsolescence.

Based on the current subscriber base and the budgeted annual costs for the LMR and LTE (amounts are combined in the member contribution schedule) as of the time of our assessment, it appeared that the funding plan was sustainable and the contributions will be able to cover budgeted costs over the course of the 17-year plan.

The total member contributions were based on the revised member cost factors, which reflected the remaining 24 members in the plan at the time of this assessment.

Long-Term Evolution

The estimated costs for LTE were from the Broadband Technology Opportunity Program (BTOP) grant Budget Narrative dated November 25, 2013, as well as Authority estimates. The itemized cost components were as follows:

1. System operations and maintenance: \$28.6 million (first five years)
2. Total matching funds (cash) for LTE construction grant (hard match): \$19.5 million

According to Authority direction, in-kind matching funds as well as LTE System refresh costs will be fulfilled through means other than contributions by all members. The costs will be deferred to a later date, and this item will be reviewed yearly.

LMR and LTE administration costs are specifically for the management and implementation of each system including contract management, grant administration, and other tasks to maintain system operations. The total administrative costs were allocated in the following amounts: 40% for JPA operations; 30% for LMR; and 30% for LTE. Within LMR, the fee estimate reflected three

costs (operations, system refresh, and administrative). Within LTE, the fee estimate also reflected three costs (operations, annualized grant hard match, and administrative).

LA-RICS Funding Plan PDF page 21

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,308,400
	System Refresh	\$4,806,800	
	Administrative	\$775,000	
LTE	Hard Match	\$1,875,000	\$9,123,900
	Operations	\$6,473,900	
	Administrative	\$775,000	
JPA Operations		\$1,033,000	\$1,033,000

Budgeted Average Annual Costs \$19,465,300

Total Annual Contributions of Current Members 19,465,370

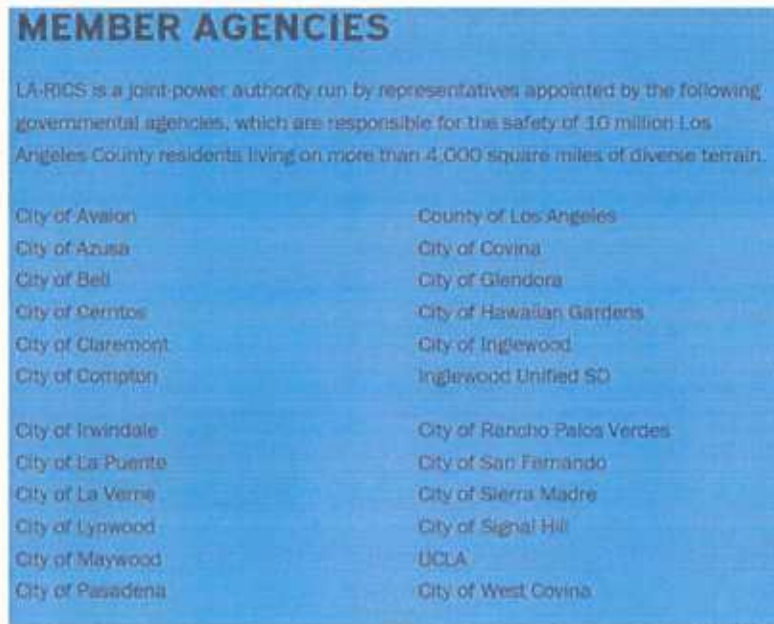
Funding Plan
Meets Annual Cost
Needs

LA-RICS was in the process of revising the funding plan as of the time of our assessment, which had not yet been adopted or made available for evaluation within the scope of this report. With this limitation, we performed procedures on the existing approved/adopted funding plan. We analyzed the cost estimates described above against the projected revenues to be generated by members that were currently members of the Authority. While the revenues to be generated by the remaining members were expected to meet the costs of maintenance and operation of the new communication systems, the funding strategy resulted in a significant cost shift among the remaining members. The current funding plan and JPA agreement stipulated that the costs will be spread among the existing members of the Authority. This potential for uncertain resource requirements for the remaining members was among the primary reason for the endeavor to change the basis for the existing funding plan.

3. Obtain and review evidence of selected subscribers and potential subscribers.

Results:

We obtained the JPA agreements of the current 24 member agreements listed below.



4. Interview staff and possibly Board members about sustainability practices.

Results:

We discussed the revised funding plan that was in process with LA-RICS on June 27, 2018. In order to revise the existing funding plan to contemplate subscription-based fees versus the existing cost factors (population and geography), a draft of the recommended funding plan was presented and discussed by the Finance Committee in public meeting(s). The Finance Committee is a standing advisory committee to the LA-RICS board. The most recent meeting was scheduled for August 23 and was to include initial discussions on the subscription-based funding plan. Once the Finance Committee reviews and recommends a revision to the existing adopted funding plan, they will take the recommendation to the LA-RICS Board to adopt the revision. Members will be notified of the revisions in accordance with the JPA. According to the JPA, if there is a substantial increase to a member's financial obligations, they will have a right to withdraw within a period designated by the Board, which shall not be less than 45 days after the adoption of the revised funding plan.

LA-RICS noted that the feedback received from members and non-members interested in joining the LA-RICS Authority was that they need stability in their financial obligations and cost factors. LA-RICS stated that excellent service for a competitive price that is not impacted by member opt out will provide members the stability they need in order to budget subscriptions appropriately.

The Interim Executive Director performed a SWOT ("Strengths, Weaknesses, Opportunities, Threats") evaluation of the LA-RICS project, including an analysis on sustainability and membership, and recommended to the Board the revision to the funding plan be considered in order to mitigate existing member and former member concern with fluctuating costs to

participate. The Executive Director has continued to meet with members and non-members to continue the discussion on LA-RICS sustainability and participation.

LA-RICS does not expect the cost for maintaining and operating the system to fluctuate due to member participation. Under the proposed funding plan, the cost for maintaining and operating the system is based on number of sites/equipment. The subscription based funding plan will lower the cost for most member agencies, and thus, LA-RICS does not expect a subscription-based revision will trigger member opt out. On the contrary, LA-RICS expects new members / subscribers seeking membership. The Executive Director meets with agencies in the region regularly, and they have all voiced their interest in the LA-RICS system and participating as members/subscribers.

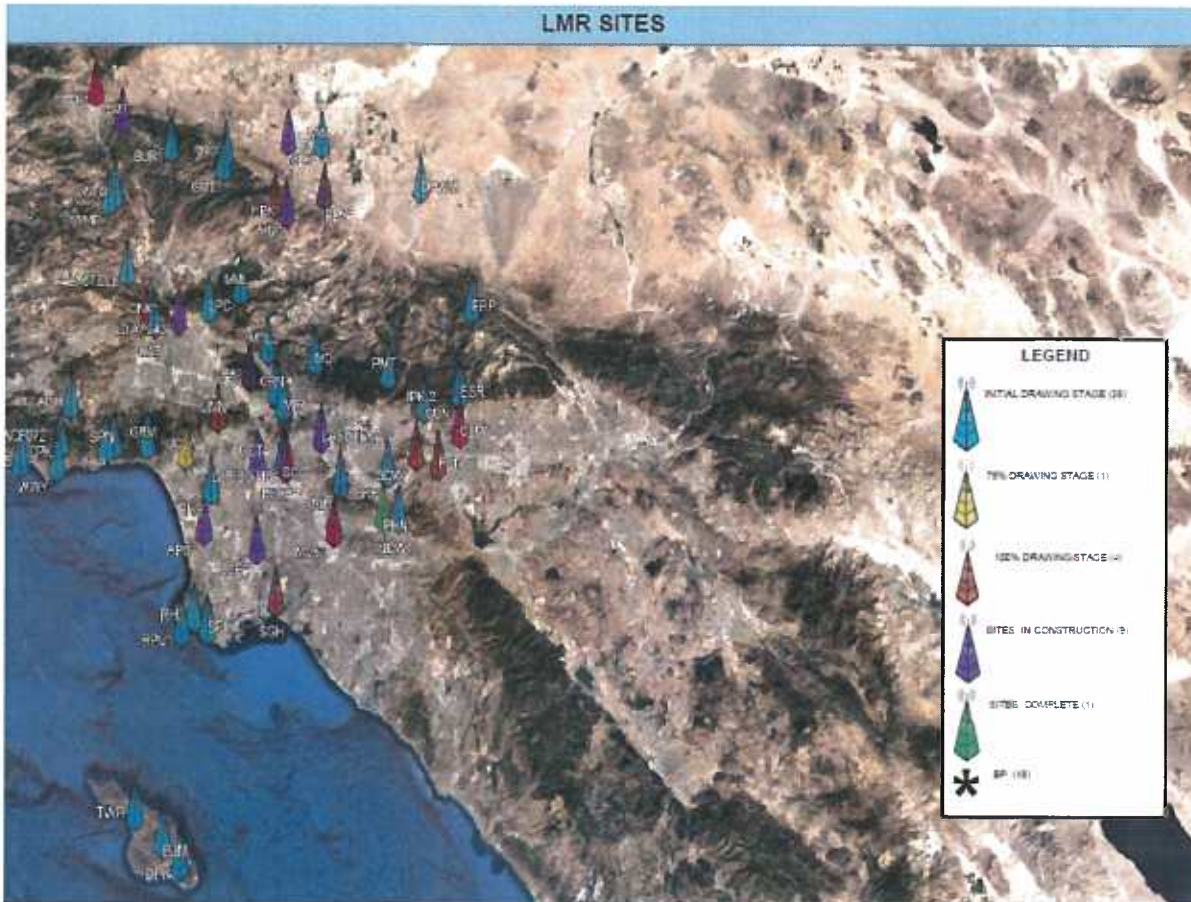
The subscription-based model will include costs associated with operations and maintenance, administrative costs to operate the system, as well as a 10-year lifecycle fund for capital replacement, system refresh and other system upgrade costs. The subscription-based funding plan will provide cost for remaining members based on the number of radios they have on the system and that cost will not fluctuate based on member count.

Appendix I: Glossary

Abbreviation	Meaning
BSIR	Biannual Strategy Implementation Report
Crowe, or "we"	Crowe LLP
Cal OES	The California Governor's Office of Emergency Services (Cal OES)
FEMA	Federal Emergency Management Agency
GPD	Grants Program Directorate
HSGP	Homeland Security Grant Program
JPA	Joint Powers Authority
LA-RICS	Los Angeles Regional Interoperable Communication System
LMR	Land Mobile Radio
LTE	Long-Term Evolution
SHSP	State Homeland Security Program
UASI	Los Angeles/Long Beach Urban Area Security Initiative

Appendix II: Map of LMR Sites

Below is a map of the LMR sites and project status from the minutes of the March 1, 2018 JPA Board meeting.





LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meetings with representatives from AT&T</i>	October 29, 2018 Nov. 5,6,8,9,12,19,26, & December 3 &10
<i>Meeting with ISD Director Scott Minnix & Assistant CEO Dave Howard</i>	October 31, 2018
<i>Meeting with representatives from Rancho Palos Verdes Planning Department</i>	November 5, 2018
<i>Meeting with residents near LMR Site LACF072</i>	November 6, 2018
<i>Police Executive Research Forum (PERF) FirstNet Working Group Conference</i>	November 6-9, 2018
<i>Attendance at LA County Board of Supervisor's Meeting</i>	November 7, 2018
<i>Meeting with representatives from LA County Department of Public Works Building & Safety Division</i>	November 7, 2018
<i>UASI Approval Authority Meeting</i>	November 13, 2018
<i>Meeting with representatives from Southern California Edison (SCE)</i>	November 13, 2018
<i>Door to Door Outreach to residents near proposed LMR site RPV1</i>	November 15, 2018
<i>Meeting with representative from Urgent Link</i>	November 28, 2018
<i>Meeting with representatives from Samsung</i>	December 4, 2018
<i>Attendance at AT&T Local Control Summit</i>	December 6, 2018
<i>Meeting with Inglewood Police Chief Fronterotta</i>	December 6, 2018

AGENDA ITEM G

<i>Attendance at Rancho Palos Verdes Regional Planning Meeting</i>	December 11, 2018
<i>CalFrn Board of Director's Meeting</i>	December 12, 2018

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

Executive Director Edson and members of the LA-RICS Team met with ISD Director Scott Minnix and Assistant CEO Dave Howard to discuss PSBN LTE Round 1 & 2 sites; LMR, Migration and Maintenance, Schedule, Timeline and Grant Impact.

Members of the LA-RICS Team met with representatives from Rancho Palos Verdes Planning Department to discuss the proposed LMR RPV1 site.

Members of the LA-RICS Outreach Team met with residents near LACF072 to hear their concerns regarding the installation of a LMR equipment at Fire Station LACF072.

Members of the LA-RICS Team attended the Los Angeles County Board of Supervisor's Meeting regarding the approval of the Site Access Agreement (SAA) for LACF072.

Members of the LA-RICS Team met with representatives from Los Angeles County Department of Public Works Building and Safety Division to discuss assignment of dedicated staff to assist in processing permits in the coming months.

Executive Director Edson attended the PERF FirstNet Early Adopters Forum in DC.

Members of the LA-RICS Team attended the UASI Approval Authority Meeting.

Members of the LA-RICS Team met with representatives from SCE to discuss the Fiber Transport Agreement.

Members of the LA-RICS Outreach Team conducted door to door outreach to residents near the LMR proposed RPV1 site at the request of Rancho Palos Verdes Planning Department.

Executive Director Edson met with representatives from Urgent Link to provide an update on LA-RICS.

Members of the LA-RICS Team attended a presentation from Samsung Public Safety Business Solutions.

Members of the LA-RICS Team attended a Local Control Summit hosted by AT&T and continued discussions on how to improve local control and to learn more about the priority and pre-emption services of AT&T FirstNet.

Lastly, the LA-RICS Communications Team is currently working on the next release of the LA-RICS Newsletter.

WST:pl



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SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

PSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of onboarding users, migrating users to FirstNet and other onboarding related activities pertaining to the Public Safety Broadband Network (PSBN) project. New FirstNet routers for LASD and LACoFD have been ordered by AT&T and the first routers have been delivered. These routers replaced the PSBN routers purchased with grant funds that were made obsolete by the selection of AT&T as the FirstNet contractor. The below table now includes a column to track the installation of these routers.

STATUS OF PSBN AGENCY ONBOARDING			
Agency	Onboarding Status	PSBN Units Installed and Activated	FirstNet Routers installed and activated or swapped
LASD	Awaiting BOS approval for no cost agreement	1330	600 delivered
LACoFD	Router swaps started. FirstNet APN almost complete. Awaiting firm installation cost quote.	694	20
Inglewood PD	FirstNet connection is awaiting final testing. LA-RICS testing completed and AT&T commercial SIMs provided	15	20
Claremont PD	FirstNet connection and testing is complete.	2	0
Bell PD	Two routers in use. No Cost order in progress with FirstNet/AT&T.	2	0
Covina PD	Two routers in use. Transition options from the LA-RICS APN are under review.	2	0
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS and Verizon connections. Transition options from the LA-RICS APN under review.	1	0
Health Services / EMS	ISD request for quote for installation underway for 3 routers.	3	0
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN and transition options from the LA-RICS APN under review..	2	0

AGENDA ITEM H

The transition planning of the PSBN sites to AT&T continues. First transport expected in early January. First PSBN sites expected to be temporarily shut down during transition.

Device vendor discussions continue to provide the best possible options for LA-RICS Member agencies currently using the PSBN. LA-RICS is awaiting a bundled offer that includes FirstNet service, a router and installation.

SE:wst



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SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF RANCHO PALOS VERDES, A CALIFORNIA MUNICIPALITY (THE OWNER) FOR A LAND MOBILE RADIO SYSTEM SITE

SUBJECT

Board approval is requested to delegate authority to the Executive Director, or his designee, to finalize and execute substantially similar in form the enclosed Site Access Agreement (SAA) with the City of Rancho Palos Verdes (The Owner) for a site for use in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that (a) the approval and execution of the SAA for the Rancho Palos Verdes 1 (RPV1) site listed in (Enclosure 1) to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the activities previously authorized at site RPV1 on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project .
2. Authorize the Executive Director, or his designee, to finalize and execute, substantially similar in form to the enclosed, one SAA with the The Owner.

AGENDA ITEM I

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of the specific sites by the LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with The Owner has resulted in the enclosed SAA for one site for use in the LMR, (Enclosure 2).

Entering into the proposed SAA would provide the Authority with a license or sublicense to use a portion of their property for use as a LMR communications site(s). The licensed site would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

Delegated authority is requested to execute the agreement on substantially similar terms and conditions as previously approved by your Board for the LTE and/or LMR installations. Granting approval for the execution of the proposed agreement will assist in keeping the LMR project schedule on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with The Owner follows below:

Site Owner	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Rancho Palos Verdes, A California Municipality ("The Owner")	1	15 Years with three, 5 year extension options	Gratis	Waived	Requires review from Rancho Palos Verdes Planning Dept.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the CEQA and construction of the LMR System site by LA-RICS would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. The addition of new LMR infrastructure at this site will provide public safety agencies the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day-to-day operations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site RPV1 is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined on that date that leased circuit work that may occur outside of these sites is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (operation, repair and maintenance of existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land). Approval of a SAA at RPV1 site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this SAA approval.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a horizontal line.

SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosure

CC: Counsel to the Authority

EXHIBIT A
SITE DESCRIPTION



Rancho Palos Verdes (RPV1) Telecommunications Site
30940 Hawthorne (SW Rancho Caninos Dog Park)
Rancho Palos Verdes, CA 90275

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
RPV1	Rancho Palos Verdes	City of Rancho Palos Verdes	30940 Hawthorne Blvd (SW Rancho Caninos Dog Park)	Rancho Palos Verdes	CA	90275	4

LMR SITE ACCESS AGREEMENT

THIS LMR SITE ACCESS AGREEMENT

("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2018,

BY AND BETWEEN

THE CITY OF RANCHO PALOS VERDES, a California municipality ("Owner")

AND

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

RECITALS

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

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, Owner desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communications site, including communications systems, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment; and

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

WHEREAS, the LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on the Real Property in

accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

1. LMR SITE

A. Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities, to install, operate, and maintain an unmanned LMR communication facility located on the Real Property as depicted in with Exhibit "A" (the "LMR Site"), attached hereto and incorporated herein by reference.

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

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

D. LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. Except as may be specifically provided herein, the right and permission of LA-RICS AUTHORITY is subordinate to the prior and paramount right of Owner to use the Real Property for the purposes to which it now is and may, at the option of Owner, be devoted.

E. Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions, or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements, excepting that the City Communication Equipment (as hereinafter defined) shall be the property of Owner. Subject to Section 22, the LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement so long as such removal does not unreasonably interfere with, or disable, the operation of City Communications Equipment, unless Owner approves otherwise in writing. The LA-RICS

Facility and its appurtenances shall not be considered fixtures.

2. PURPOSE AND USE

A. The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility to be used for (i) the implementation and operation of a nationwide interoperable public safety broadband LMR network, and (ii) the mounting by Owner of Owner's police and public safety communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, "City Communications Equipment").

B. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment, and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site during regular business hours, Monday through Friday, upon not less than twenty-four (24) hours prior written notice to the Owner (except in an emergency including: (i) pursuant to Section 14 hereof; or (ii) equipment related malfunctions), the LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. APPROVALS/DESIGN REVIEW

A. The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications in such detail as may be reasonably requested by Owner

(along with any other information reasonably requested by Owner, including an entitlement application pursuant to Chapter 12.18 of the Rancho Palos Verdes Municipal Code (Wireless Telecommunications Facilities in the Public Right-of-Way)) for the LMR Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval, which approval shall not be unreasonably conditioned, delayed or denied. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain Owner approval prior to implementation of said plans. Owner agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications or said plans and specifications shall be deemed approved.

B. Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. LA RICS AUTHORITY agrees to install the LA RICS Facility, cables, wires, utilities, or other devices or apparatus underground where feasible. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for the LMR Site. Any and all work on the Real Property conducted by LA-RICS AUTHORITY shall be subject to Owner's prior approval pursuant to Chapter 12.18 of the Rancho Palos Verdes Municipal Code (Wireless Telecommunications Facilities in the Public Right-of-Way). Notwithstanding anything to the contrary in this Agreement, Owner reserves all its governmental authority and discretion to consider, approve, conditionally approve or deny any and all required land use entitlements as required by the Rancho Palos Verdes Municipal Code.

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

D. Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that the LA-RICS Facility shall be processed in accordance with the application, review and permitting procedures and standards set forth in Chapter 12.18 of the Rancho Palos Verdes Municipal Code (Wireless Telecommunications Facilities in the Public Right-of-Way), and LA-RICS AUTHORITY shall not commence any

construction activities on the Real Property until the LA-RICS Facility has been approved in accordance with that Ordinance. For all approvals required by this Agreement, and should ministerial permits be required, Owner shall process such permits within its jurisdiction and shall expedite such processing to the extent reasonably possible.

E. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility. During any inspection activities or pre-construction work, LA-RICS AUTHORITY shall have insurance, in accordance with the terms of this Agreement, which covers such activities. LA-RICS AUTHORITY will notify Owner and obtain prior approval of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Owner. LA-RICS AUTHORITY shall be liable for any and all damage to the Real Property to the extent caused by any inspection or pre-construction activities.

4. TERM

The initial term of this Agreement (the "Initial Term") will commence on the Commencement Date and will automatically expire fifteen (15) years from the Commencement Date unless earlier terminated in accordance with the terms of this Agreement. After the Initial Term expires, this Agreement will automatically renew for three (3) additional 5-year terms (each a "Renewal Term") unless LA-RICS AUTHORITY is in default, at the time the Initial Term or any Renewal Term, subject to applicable cure periods as defined in Section 27. If LA-RICS AUTHORITY is in default, at the time of expiration of the Initial Term or any Renewal Term, as applicable, subject to applicable cure periods as defined in Section 27, this Agreement will not be renewed and will terminate effective as of the expiration of the Initial Term or applicable Renewal Term. In addition, this Agreement will not be renewed and will terminate on the date of expiration of the Initial Term or applicable Renewal Term if either party notifies the other party that the notifying party does not intend to renew this Agreement within one-hundred and eighty (180) calendar days before the Initial Term or Renewal Term, if any, expires. The Initial Term and any applicable Renewal Term(s) are hereinafter referred to as the "Term." Upon termination of the Agreement as described in this Section 4, the parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Agreement.

5. CONSIDERATION

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

6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATION OF EQUIPMENT

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS AUTHORITY's proposed alteration of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. Facility alterations shall be processed in accordance with Chapter 12.18 of the Rancho Palos Verdes Municipal Code (Wireless Telecommunications Facilities in the Public Right-of-Way) where applicable. In addition, Owner shall have the right to inspect the equipment and the LMR Site at any time during and after installation with the right to require (after providing at least 48 hours' advance notice) an LA-RICS AUTHORITY representative to accompany Owner during any inspection of or access to the LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of the LMR Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications or from any liability, claims, losses or damages arising from the design of the LA-RICS Facility. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties in writing immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on the LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner's review and approval, of plans and specifications, which approval shall not be unreasonably conditioned, delayed or denied.

7. INSTALLATION AND OPERATION

A. All of LA-RICS AUTHORITY's construction and installation work at the Real Property shall be performed at LA-RICS AUTHORITY's sole cost and expense and in a good and workmanlike manner. LA RICS AUTHORITY shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. LA-RICS AUTHORITY shall install and operate the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and operation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install and maintain interference protection devices such as isolators, cavities, circulators,

or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA- RICS AUTHORITY's and, as applicable, member agency, First Net Party's and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use, excepting that the City Communications Equipment shall be identified under Owner's name, contact information and licensing. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

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

D. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify, and maintain the LMR Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

E. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in PDF formats. Upon receipt of the As-Builts by LA-RICS AUTHORITY, the

As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan)..

F. Construction of the LA-RICS Facility shall commence and be completed in accordance with that Schedule of Performance attached hereto at Exhibit D. Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an event of *force majeure*. Owner's City Manager shall have the authority to extend the time periods set forth in Exhibit D, except that extensions of time resulting in a cumulative delay of more than 180 days shall require authorization by the City Council.

8. ALTERATIONS

LA-RICS Facility alterations shall be processed in accordance with Chapter 12.18 of the Rancho Palos Verdes Municipal Code (Wireless Telecommunications Facilities in the Public Right-of-Way) where applicable. LA RICS AUTHORITY shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. LA-RICS AUTHORITY shall make no renovations, alterations, or improvements to the LMR Site or the Real Property other than to install, maintain, replace, and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, C and D and/or as permitted elsewhere herein, without providing prior written notice to Owner, and obtaining Owner approval, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.B hereof and such approval shall not be unreasonably delayed, conditioned or withheld. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements: (a) of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to, or obtaining approval from the Owner, or (b) that may be required as a result of FCC rules or regulations, after providing written notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to, and approved by Owner and shall be subject to inspection by Owner's City Building Inspector.

9. MAINTENANCE

A. Owner shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities; provided, however, that Owner shall not be required to maintain the LA-RICS Facilities or to clean up any materials (including hazardous materials) brought onto the Real Property by LA- RICS

AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor ("LA-RICS AUTHORITY and AGENTS"). The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner. LA-RICS AUTHORITY shall be responsible for the removal and disposal of all materials brought onto the Real Property by LA-RICS AUTHORITY and AGENTS. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

B. LA RICS AUTHORITY shall maintain the LA RICS Facility and the LMR Site in neat and safe condition in compliance with all applicable codes and governmental regulations. LA RICS AUTHORITY shall, at LA RICS AUTHORITY's expense, keep and maintain the LA RICS Facility now or hereafter located on the Real Property in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear excepted. In the event that LA RICS Facility falls into disrepair, LA-RICS AUTHORITY shall repair or take other required actions within thirty (30) days of written notice from Owner. LA-RICS AUTHORITY, at its own cost and expense, shall be responsible for the timely repair of all damage or losses to the LA RICS Facility, LMR Site or the Real Property to the extent caused by LA-RICS AUTHORITY or its AGENTS LA-RICS AUTHORITY shall have thirty (30) days in which to make repairs, provided that LA-RICS AUTHORITY shall have such extended period beyond thirty (30) days as may be required if the nature of the repair is such that it reasonably requires more than thirty (30) days and LA-RICS AUTHORITY has commenced the repair within the 30-day period and has acted with reasonable diligence in commencing and pursuing such repair to completion. Should LA- RICS AUTHORITY fail to make such repairs, and diligently prosecute such repairs to completion, Owner may have repairs made and LA-RICS AUTHORITY shall reimburse all costs and expenses thereof within thirty (30) days of LA-RICS AUTHORITY's receipt of written demand by Owner. LA RICS AUTHORITY shall repair in good workman-like manner and/or otherwise be responsible for any and all damage to the extent caused by LA RICS AUTHORITY to the Real Property. LA RICS AUTHORITY agrees to conduct all activity so as not to unreasonably disturb residents or unreasonably interfere with Owner's use of the Real Property.

10. CONSTRUCTION STANDARDS

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

B. LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation, and construction on the LMR Site by LA-RICS AUTHORITY or its AGENTS. In the event that LA-RICS AUTHORITY fails to remove such debris from the

LMR Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal, which invoice shall be paid by LA-RICS AUTHORITY within thirty (30) days of receipt.

11. OTHER OPERATIONAL RESPONSIBILITIES

As applicable, LA-RICS AUTHORITY shall, or shall cause its AGENTS, to:

- i. Comply with and abide by all applicable rules, regulations and directions of Owner.
- ii. At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.
- iii. Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any agent, invitee, or employee who fails to conduct Permitted Activities in the manner heretofore described.
- iv. Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. RELOCATION

A. Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

- i.- The Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- ii. Owner shall pay all reasonable and necessary costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's

equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a “project” as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY’s use of the Alternate Site;

- iii. Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and
- iv. LA-RICS AUTHORITY’s use pursuant hereto will not be materially interrupted by Owner and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

B. LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property on more than one occasion, provided that:

- i.- The Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY’s current LMR Site in size, and (ii) is compatible with LA-RICS AUTHORITY’s use pursuant to Section 2 hereof;
- ii. LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY’s equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a “project” as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA- RICS AUTHORITY’s use of the Alternate Site;
- iii. LA-RICS AUTHORITY shall give Owner at least six (6) months written notice of the requested relocation; provided, however, that such requested relocation shall be subject to the approval of Owner, with such approval not to be unreasonably withheld.

C. Upon any relocation of LA-RICS AUTHORITY'S equipment pursuant to this Section, LA-RICS AUTHORITY shall return the former location of said equipment to a neat and clean condition that is substantially similar to, to the extent reasonably possible, its original condition prior to LA-RICS AUTHORITY's entry thereto, including the removing all equipment and debris, and the replacement of landscaping. The costs of such restoration of the former equipment location shall be born in accordance with Section 12.A or 12.B, as applicable.

13. ACCESS TO LMR SITE

A. Owner hereby grants to the LA-RICS AUTHORITY and its AGENTS a nonexclusive right to use, at their sole risk, during the term of this Agreement, the access which serves the LMR Site ("Access"), provided, that all use of the Access is subject to any safety and security requirements and conditions Owner may reasonably impose with respect to the LMR Site, including, but not limited to, (i) requiring coordination on the time and manner of the Access and (ii) not allowing Access to LA-RICS AUTHORITY as to certain portions of the Real Property, which portions are described/depicted at Exhibit A-2 (Not a Part Areas) and are not required for the installation, operation and maintenance of the LA-RICS Facility or other Permitted Activities. The LA-RICS AUTHORITY, on behalf of itself and its member agencies and the LMR Vendor, acknowledge and accept (a) the safety and security conditions as described in the provision of the preceding sentence and agree to comply with all such conditions, and (b) the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided to Owner at LA-RICS AUTHORITY's cost.

B. LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud- slide debris and repairing the Access to its original accessible condition after a storm, heavy rainfall, earthquake, fire or other event not within the reasonable control of the Owner. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA- RICS AUTHORITY by Owner upon at least thirty (30) days notice.

14. EMERGENCY ACCESS BY OWNER

The Owner and its authorized agents may access the LMR Site at any time for the purpose of (a) performing maintenance, inspection, and/or for making emergency improvements or repairs to the LMR Site, or (b) to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any

deficiency or nuisance condition that threatens Owner's operation on the LMR Site or Real Property, or poses a threat to the public health or safety; provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency or imminent threat to the public health or safety; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency or nuisance condition that is corrected by Owner pursuant to this Section.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

A. **No Interference.** LA-RICS AUTHORITY shall not use the LMR Site, including the LA-RICS Facility, in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner or Owner's agents, invitees, or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

B. **Interference With Public Safety Systems.** In the event of any interference with Owner's properly operating, Police or Fire Department, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, LA-RICS AUTHORITY shall promptly cease operations of the LA-RICS Facility until such interference is resolved.

C. **Interference With Non-Public Safety Systems.** LA-RICS AUTHORITY shall comply with all non-interference rules of the FCC. LA-RICS AUTHORITY shall not use the LMR Site in any way which interferes with the use of the Real Property by Owner, or any of its employees, invitees, agents, tenants, lessees, or licensees. Nor shall LA-RICS AUTHORITY or any of its AGENTS' use of the LMR Site interfere with Owner's properly operating communications configurations, frequencies, or operating equipment, or any other utility which exists on the Real Property as of the date of this Agreement. Upon written notice from Owner of apparent interference by LA-RICS AUTHORITY with pre-existing facilities, LA-RICS AUTHORITY shall have the responsibility to promptly terminate such interference or demonstrate to Owner with competent information that the apparent interference in fact is not caused by LA-RICS AUTHORITY's Facility or operations. Upon written notice from LA-RICS AUTHORITY of apparent interference by Owner or its agents, Owner shall have the responsibility to promptly notify the offending party and request termination of such interference or demonstrate to LA-RICS AUTHORITY with competent information that the apparent interference in fact is not caused by Owner's or its agents' facilities or operations. In the event any such

interference does not cease promptly, and the parties agree that continuing interference will cause irreparable injury, they therefore shall have the right to bring a court action to enjoin such interference or to terminate this Agreement in accordance with the notice and cure provisions provided for a default.

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

E. Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance, and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment, and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising from, or attributable to, LA-RICS AUTHORITY's equipment. Where LA-RICS AUTHORITY's equipment, in combination with others, exceeds or violates such standards, LA-RICS AUTHORITY shall undertake immediate action with other relevant parties to mitigate and remedy such violations in a timely manner.

16. UTILITIES

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line, together with any ancillary facilities, required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site. LA-RICS AUTHORITY shall, wherever practicable, install separate meters for utilities used on the Real Property by LA-RICS AUTHORITY. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice. In no event shall Owner be liable to LA-RICS AUTHORITY for any power interruption, change in quality or failure of the supply of electricity or any other utility used by LA-RICS AUTHORITY.

17. **HOLD HARMLESS AND INDEMNIFICATION**

A. LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, and employees from and against any and all liability, cost, loss, expense (including, without limitation, defense costs, legal fees, and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, or any exercise of rights or performance of any obligations hereunder by LA-RICS AUTHORITY or AGENTS and any member agency or agencies, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor. LA-RICS AUTHORITY is aware of the laws of the State governing the payment of prevailing wages on public projects (California Labor Code Section 1720) and will comply with same to the extent applicable and will indemnify City in the event LA-RICS AUTHORITY fails to do so.

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

C. The indemnity obligations in this Section 17 shall survive the termination or expiration of this Agreement.

18. **INSURANCE**

A. Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY or its agents or contractors and its subcontractors shall provide and maintain, at their own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the Owner's City Manager, on or before the effective date of this Agreement. Such evidence shall name LA-RICS site lessors and licensors as an additional insured. LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s)/subcontractor(s), shall name the LA-RICS site lessors and licensors as an additional insured.

(1) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an

additional insured, and shall include, but not be limited to:

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

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Per occurrence	\$1,000,000

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1,000,000 for each accident, and providing coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto,” used in LA-RICS AUTHORITY’s business operations.

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

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

(4) Commercial Property Insurance.

Such coverage shall:

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

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

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

General Aggregate:	\$50,000,000
Products/Completed Operations Aggregate:	\$50,000,000
Personal and Advertising Injury:	\$25,000,000
Each Occurrence:	\$25,000,000

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

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5,000,000 per claim, and \$5,000,000 aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance or**

qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1,000,000 per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

A. Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be reimbursed by LA-RICS AUTHORITY to Owner within thirty (30) days of Owner's demand therefor.

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

full force and effect.

20. **TAXES**

A. The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest. LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY

2525 Corporate Place, Suite 100, Monterey Park, California 91754
ATTN: Executive Director

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

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows, or such other place as may hereinafter be designated in writing by Owner:

City of Rancho Palos Verdes 30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
ATTN: City Manager

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

22. LA-RICS FACILITY REMOVAL

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

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

23. INDEPENDENT STATUS

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

24. AMENDMENT

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

25. ASSIGNMENT

A. This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. No change of JPA

membership of the LA-RICS AUTHORITY made in accordance with the JPA Agreement shall constitute an assignment hereunder.

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

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (iii) Reasonable evidence that such sublicensee, assignee, or transferee is capable of performing its obligations under this Agreement, including financial capability; and
- (iv) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the Owner.

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

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE

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

26. CONDEMNATION

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

27. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have forty-five (45) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond forty-five (45) days as may be required if the nature of the cure is such that it reasonably requires more than forty-five (45) days and LA-RICS AUTHORITY has commenced to cure the default within the 45-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within forty-five (45) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon, and/or undertake any other remedies available by law. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have forty-five (45) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond forty-five (45) days as may be required if the nature of the cure is such that it reasonably requires more than forty-five (45) days and Owner has commenced to cure the default within the 45-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within forty-five (45) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner, and/or undertake any other remedies available by law.

28. **WAIVER**

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

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

29. HAZARDOUS MATERIALS

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

LA RICS AUTHORITY and Owner shall not introduce or use on the Real Property any Hazardous Materials in violation of any applicable law. If one party introduces, contributes to, or exacerbates a condition of Hazardous Materials on the Real Property, such party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Materials on the Real Property or the migration of any Hazardous Materials to other properties or the release of any Hazardous Material into the environment. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The indemnity obligations in this Section 29 shall survive the termination or expiration of this Agreement.

30. DAMAGE OR DESTRUCTION

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

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relived of the performance of such obligations during the time period of the event so long as such party promptly notifies the other party of such event and uses commercially reasonable efforts to overcome or otherwise address such event.

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

31. AUTHORIZATION WARRANTY

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

32. INDEPENDENT CONTRACTOR STATUS

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

33. GOVERNING LAW, JURISDICTION, AND VENUE

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

34. COMPLIANCE WITH APPLICABLE LAW

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

35. COMPLIANCE WITH CIVIL RIGHTS LAWS,

NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

36. NON EXCLUSIVITY

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

37. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

38. PUBLIC RECORDS ACT

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

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

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

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

39. **OTHER TERMS AND CONDITIONS**

Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner in accordance with the Rancho Palos Verde's Municipal Code.

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

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

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

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

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

Most Favored Nations. In the event more favorable terms are provided pursuant to a Site Access Agreement between LA-RICS AUTHORITY and a similarly situated city owning the same number of communication facility sites as Owner, the parties agree that, at the request of the Owner, this Agreement shall be amended to include those more favorable terms.

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

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260

through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

41. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

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

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

42. BANKRUPTCY

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

43. SUCCESSORS AND ASSIGNS

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

44. SEVERABILITY

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

45. INTERPRETATION

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

“includes” and “including” are not limiting.

46. **ENTIRE AGREEMENT**

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

[SIGNATURES ON THE NEXT PAGE]

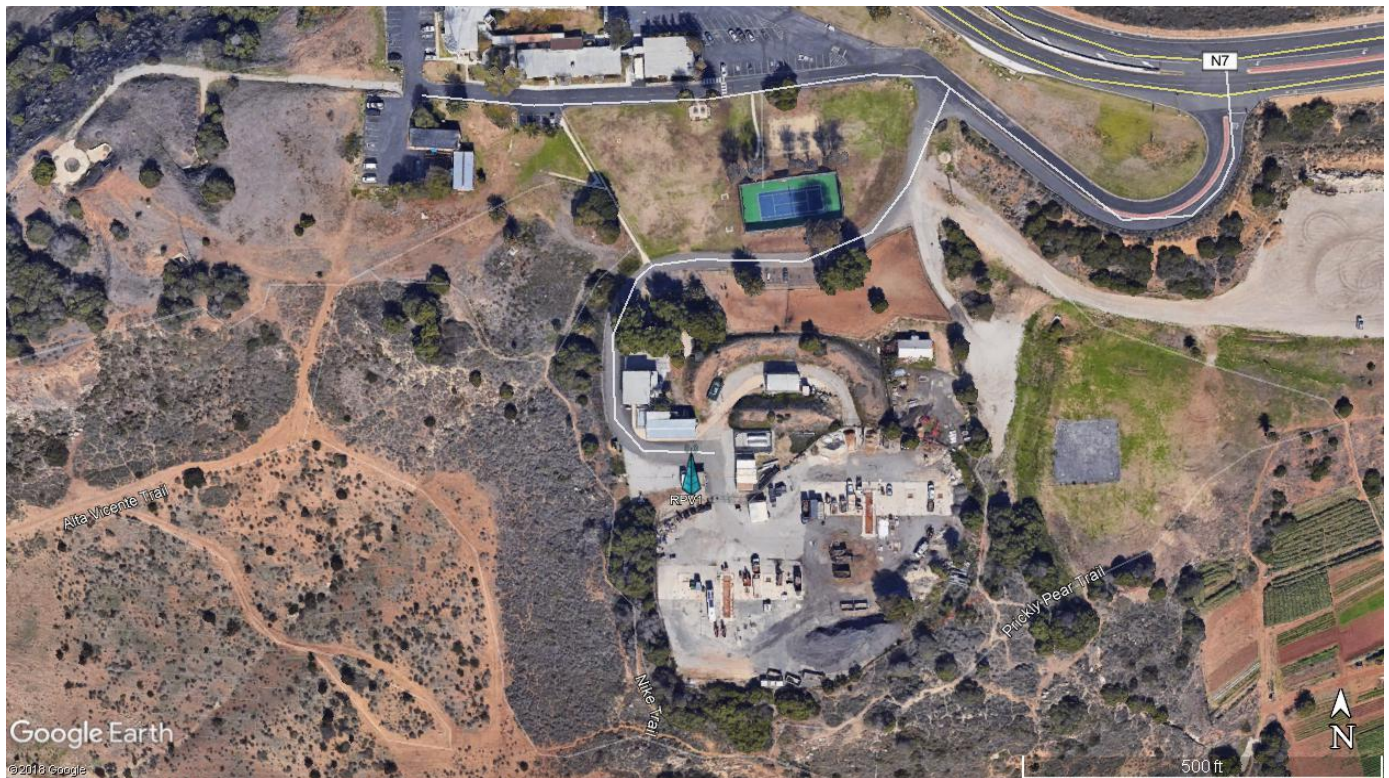
IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

<p>THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY</p> <p>A California Joint Powers Authority</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p>	<p>THE CITY OF RANCHO PALOS VERDES</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p>
<p>APPROVED AS TO FORM:</p> <p>MARY C. WICKHAM COUNTY COUNSEL</p> <p>By: _____ Deputy</p>	<p>APPROVED AS TO FORM:</p> <p>BILL WYNDER CITY ATTORNEY</p> <p>_____</p>

EXHIBIT A

SITE DESCRIPTION

5.62 MORE OR LESS ACS COM AT SE COR OF SEC 16 T 1S R 17W TH N ON E LINE OF SD SEC TO C/L OF PRIVATE ST PER CSB2291 TH W THEREON TO A LINE PARALLEL WITH AND DIST W AT R/A W 447.3 FT FROM SD E LINE LOT 16



**Rancho Palos Verdes (RPV1) Telecommunications Site
30940 Hawthorne (SW Rancho Caninos Dog Park)
Rancho Palos Verdes, CA 90275**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
RPV1	Rancho Palos Verdes	City of Rancho Palos Verdes	30940 Hawthorne Blvd (SW Rancho Caninos Dog Park)	Rancho Palos Verdes	CA	90275	4

EXHIBIT B

EQUIPMENT LIST

Rancho Palos Verdes (RPV1) Telecommunications Site

New 70' Monopole Structure (1),

New Pre-Fabricated **Equipment Shelter (17' x 12')** (1),

New LMR Indoor **RF Rack** (2),

New LMR Indoor **DC Rack** (1),

New LMR Indoor **Battery Rack** (1),

New LMR Indoor **Future Rack** (2),

New LMR **Antenna** (3),

New LMR Microwave **Dish** (4),

New LMR GPS **Antenna** (2),

New 25 Kw **Generator** (1),

New 785 Gallon Fuel **Tank** (1)

EXHIBIT C

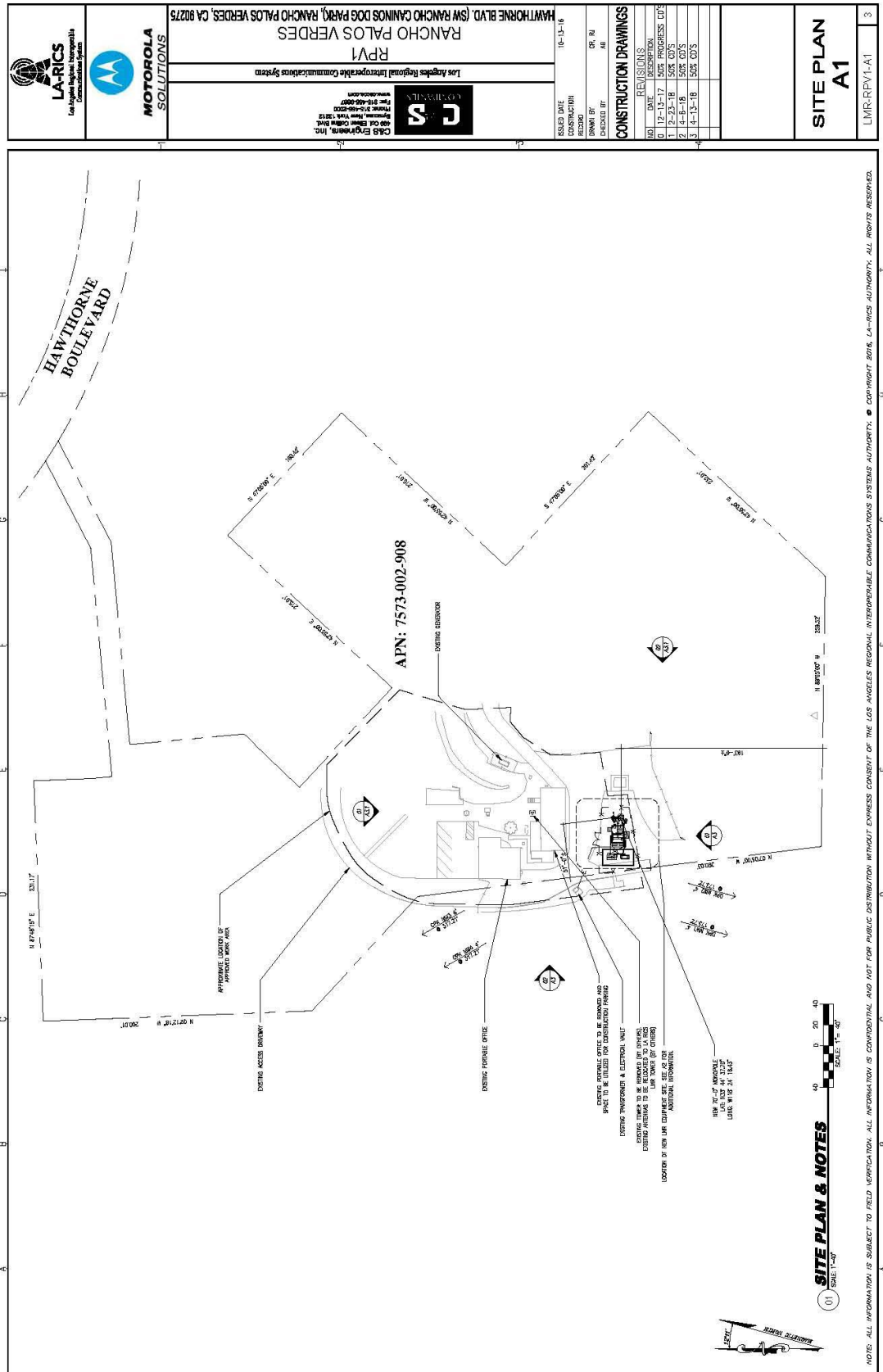
SITE PLAN
SITE PLAN

Rancho Palos Verdes (RPV1) Telecommunications Site

See next page for Preliminary Site Drawings

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

[illegible]



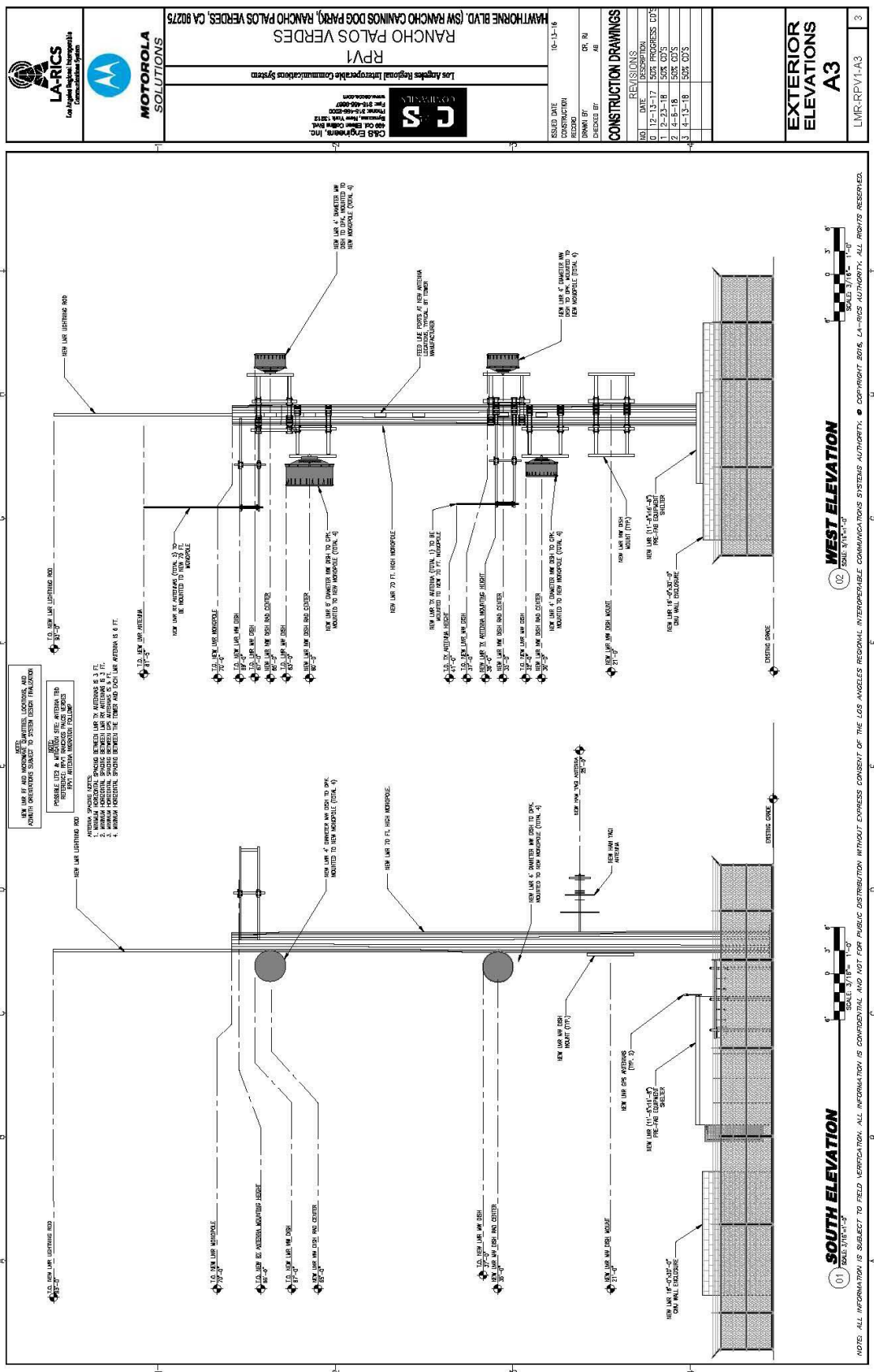


EXHIBIT D

SCHEDULE OF PERFORMANCE
To be inserted into final document



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

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

Dear Directors:

**APPROVE THE IMPLEMENTATION OF THE LA-RICS INFORMATION
TECHNOLOGY AND SECURITY PROGRAM POLICIES
(POLICY NOS. 029-2018, 030-2018 AND 031-2018)**

SUBJECT

Board approval is requested to approve certain LA-RICS Information Technology (IT) Security Program Policies (Policies) and delegate authority to the Executive Director to implement the Policies. Approval of such Policies will enhance the Authority's IT Security Program. The Joint Operations and Technical Committees (Joint Committees) approved recommending to your Board the adoption of the below Board Policy Nos. 029-2018, 030-2018 and 031-2018.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve the following enclosed LA-RICS IT Security Program Policies (Policies) to enhance the Authority's Information Technology (IT) Security Program.
 - Board Policy No. 029- 2018 – LA-RICS Protection of Information on Portable Computing Devices Policy (Enclosure 1)
 - Board Policy No. 030-2018 – LA-RICS Information Security Awareness Training Policy (Enclosure 2)

- Board Policy No. 031- 2018 – LA-RICS Secure Disposal of Computing Devices Policy (Enclosure 3)
2. Delegate authority to the Executive Director to make non-material revisions as may be needed to the policies forming the Authority's IT Security Program provided any such revisions are approved as to form by Counsel to the Authority.

BACKGROUND

On September 13, 2018, your Board approved Board Policy Nos. 024-2018 (LA-RICS Information Technology and Security Program Policy), 025-2018 (Use of LA-RICS Information Technology Resources Policy), and 026-2018 (LA-RICS Antivirus Security Policy) that established the Authority's IT Security Program. On October 4, 2018, your Board further approved Board Policy Nos. 027-2018 (Use of LA-RICS IT Physical Security Policy) and 028-2018 (LA-RICS IT Risk Assessment and Audit of Compliance Policy).

On November 27, 2018, the Joint Committees approved recommending to your Board the adoption of Board Policy Nos. 029-2018, 030-2018 and 031-2018, respectively known as the LA-RICS Protection of Information on Portable Computing Devices Policy, the LA-RICS Information Security Awareness Training Policy, and the LA-RICS Secure Disposal of Computing Devices Policy for inclusion into the IT Security Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended actions will ensure the Authority has policies in place for inclusion into the Authority's IT Security Program for the protection and use of Authority IT Resources.

It is necessary to implement Policy No. 029-2018 (LA-RICS Protection of Information on Portable Computing Devices Policy) to ensure that use of any Personal and/or Confidential Information on any Portable Computing Device is protected and maintained, whether or not the device is owned or provided by LA-RICS.

Implementation of Policy No. 030-2018 (Information Security Awareness Training Policy) ensures appropriate level of information security awareness training is provided to Authority IT Users. Based on User's job function, duties and responsibilities, will determine the User's basic information security requirements, as well as the best practices in the handling and protecting Personal and Confidential information.

With respect to Policy No. 031-2018 (LA-RICS Secure Disposal of Computing Devices Policy), this policy is necessary in order to ensure that all information and software on

Authority IT Resources are protected against unauthorized disclosure prior to disposition of such IT Resources out of LA-RICS inventory or transfer to other users.

At present, staff has determined that these are the last of the policies that will form the Authority's IT Security Program. However, Authority staff will continue to work to develop subsequent security policies that may be necessary to incorporate into the Authority's IT Security Program to present to the Joint Committees and subsequently to your Board for consideration. The expectation is to secure Joint Committees' recommendation for approval of additional security policies that may be interrelated and present cohesive policy packages to your Board for approval.

FISCAL IMPACT/FINANCING

The activity contemplated in this action has no fiscal impact at this time.

CONCLUSION

Approval of the recommended action will allow the Authority to establish certain LA-RICS Security Policies to enhance the Authority's IT Security Program and allow the Executive Director to implement the policies.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:rf

M:\LA-RICS POLICIES\Policy No. 029-2018 (LA-RICS Protection of Information on Portable Computing Devices Policy)\JPA Board Letter (2018-12-19)\1 Draft Security Policy Board Letter (2018-012-19).docx

Enclosures

cc: Counsel to the Authority



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Protection of Information on Portable Computing Devices Policy		029-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors		---

1.0 PURPOSE

To establish a policy regarding the protection of Personal and/or Confidential Information used or maintained by LA-RICS that resides on any Portable Computing Device, whether or not the device is owned or provided by LA-RICS.

2.0 DEFINITION REFERENCE

As used in this Policy No. 029-2018, the following terms shall have the same meaning as set forth in LA-RICS Policy No. 024-2018, Information Technology and Security Program.

- Authority IT Resources, hereinafter referred to as "IT Resources"
- Authority IT Security, hereinafter referred to as "IT Security"
- Authority IT User, hereinafter referred to as "User"
- Chief Information Security Officer, hereinafter referred to as "CISO"
- Portable Computing Devices, hereinafter referred to a "PCDs"
- Confidential Information
- Personal Information

3.0 POLICY

All PCDs that access and/or store LA-RICS information must comply with all applicable LA-RICS IT Security policies. LA-RICS prohibits the unnecessary placement (whether by download, input, or other means) of Personal and Confidential Information on PCDs. The CISO may authorize specific Users to place Personal and Confidential Information on PCDs if such Users must do so as a part of such Users' assigned job functions. Prior to authorizing placement on PCDs, such Users shall be made aware of the risks involved and impact to the affected party(ies) in the event of actual or suspected loss or disclosure. If Personal and Confidential Information is stored on a PCD, every effort shall be taken, inclusive of physical controls, to protect said information against unauthorized access and,

POLICY TITLE	POLICY NO.
LA-RICS Protection of Information on Portable Computing Devices Policy	029-2018

without exception, the information must be encrypted, unless not feasible and compensating controls that have been approved by the CISO are implemented.

3.1 Protection Requirements for Stored Information

In order to safeguard all Personal and Confidential Information on PCDs, LA-RICS shall at all times have automatic full disk, volume, or file/folder encryption that does not require user intervention nor allow user choice to implement or modify.

LA-RICS shall ensure that, in the event a PCD is lost or stolen and the stored data is not encrypted, the CISO shall be able to recreate the Personal and/or Confidential Information with reasonable accuracy and shall also be able to provide notification to the affected party(ies) in accordance with LA-RICS IT Security policies.

3.2 Limit Exposure of Stored Information

When it is determined that Personal and/or Confidential Information needs to be placed or stored on a PCD, every effort shall be taken to minimize the amount of information stored on the device in order to mitigate any potential risk of loss. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

3.3 Actions Required in the Event of Actual or Suspected Loss or Disclosure

Any actual or suspected loss or disclosure of Personal and/or Confidential Information shall be reported under LA-RICS 021-2017 – Security Incident Reporting/Threat Response Policy.

4.0 COMPLIANCE

Authority personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel may be subject to termination of contractual agreements, denial of access to IT Resources, and other actions as appropriate (e.g. cure letter), as well as both civil and criminal penalties.

POLICY TITLE	POLICY NO.
LA-RICS Protection of Information on Portable Computing Devices Policy	029-2018

5.0 POLICY EXCEPTIONS

Requests for exceptions to this Policy No. 029-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. Scope and justification for the exception
- b. Potential impact or associated risk upon granting the exception
- c. Risk mitigation measures to be undertaken by the Authority
- d. Initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

References:

- LA-RICS Policy No. 021-2017 (Cybersecurity Incident Response)
- LA-RICS Policy No. 024-2018 (Information Technology and Security Program)
- LA-RICS Policy No. 025-2018 (Use of Information Technology Resources, including the Acceptable Use Agreement)



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Information Security Awareness Training Policy		030-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors		---

1.0 PURPOSE

To ensure that an appropriate level of information security awareness training is provided to Authority IT Users.

2.0 DEFINITION REFERENCE

As used in this Policy No. 030-2018, the following terms shall have the same meaning as set forth in LA-RICS Policy No. 024-2018, Information Technology and Security Program.

- Authority IT Resources, hereinafter referred to as “IT Resources”
- Authority IT Security, hereinafter referred to as “IT Security”
- Authority IT User, hereinafter referred to as “User”
- Chief Information Security Officer, hereinafter referred to as “CISO”
- Personal Information
- Confidential Information

3.0 POLICY

The CISO shall work with the Executive Director to establish and maintain an information security awareness training program which shall be based on LA-RICS information technology use and security policies. Said training shall (i) ensure Users are aware of basic information security requirements and their responsibility to protect all information, (ii) include best practices in the handling and protection of Personal and Confidential Information and (iii) be appropriate to the User’s job function, duties, and responsibilities.

For LA-RICS employees, training shall begin with an employee orientation. For all Users periodic information security awareness training shall be provided and shall be documented to assist LA-RICS management in determining User awareness and participation.

POLICY TITLE	POLICY NO.
LA RICS Information Security Awareness Training Policy	030-2018

LA-RICS teams may develop additional information security awareness training programs based on their specific needs and sensitivity of information.

Users who are Los Angeles County employees and received this training through their home department, may have this training requirement waived.

4.0 **COMPLIANCE**

Authority personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel may be subject to termination of contractual agreements, denial of access to IT Resources, and other actions as appropriate (e.g. cure letter), as well as both civil and criminal penalties.

5.0 **POLICY EXCEPTIONS**

Requests for exceptions to this Policy No. 030-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. Scope and justification for the exception
- b. Potential impact or associated risk upon granting the exception
- c. Risk mitigation measures to be undertaken by the Authority
- d. Initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

References:

- LA-RICS Policy No. 021-2017 (Cybersecurity Incident Response)
- LA-RICS Policy No. 024-2018 (Information Technology and Security Program)
- LA-RICS Policy No. 025-2018 (Use of Information Technology Resources, including the Acceptable Use Agreement)
- LA-RICS Policy No. 027-2018 (Physical Security Policy)



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Secure Disposal of Computing Devices Policy		031-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors		---

1.0 PURPOSE

To ensure that all information and software on Authority IT Resources are protected against unauthorized disclosure prior to disposition of such IT Resources out of LA-RICS inventory or transfer to other users.

2.0 DEFINITION

As used in this Policy No. 031-2018, the following terms shall have the same meaning as set forth in LA-RICS Policy No. 024-2018, Information Technology and Security Program.

- Authority IT Resources, hereinafter referred to as "IT Resources"
- Authority IT Security, hereinafter referred to as "IT Security"
- Authority IT User, hereinafter referred to as "User"
- Chief Information Security Officer, hereinafter referred to as "CISO"
- Confidential Information and Personal Information, hereinafter referred to as "Personal and Confidential Information"

3.0 POLICY

LA-RICS is responsible for ensuring that all information and software on IT Resources are rendered unreadable and unrecoverable prior to disposition of such IT Resources out of LA-RICS inventory. The CISO is responsible for ensuring that all Personal and Confidential Information on IT Resources is rendered unreadable when such computing devices are transferred to other users who are not authorized to access said information.

When using a certified vendor service to render computing devices unreadable and/or unrecoverable, LA-RICS must ensure the vendor's contract clearly identifies a sanitation method approved by the CISO and that LA-RICS obtains a certificate attesting to wiping the data in accordance with this policy. Dispositions of IT Resources out of LA-RICS inventory include, without limitation, the following:

POLICY TITLE	POLICY NO.
LA-RICS Secure Disposal of Computing Devices Policy	031-2018

- IT Resources sent to salvage
- IT Resources destroyed
- IT Resources donated to a non-LA-RICS organization

4.0 **COMPLIANCE**

Authority personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel may be subject to termination of contractual agreements, denial of access to IT Resources, and other actions as appropriate (e.g. cure letter), as well as both civil and criminal penalties.

5.0 **POLICY EXCEPTIONS**

Requests for exceptions to this Policy No. 031-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. Scope and justification for the exception
- b. Potential impact or associated risk upon granting the exception
- c. Risk mitigation measures to be undertaken by the Authority
- d. Initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

References:

- LA-RICS Policy No. 024-2018 (Information Technology and Security Program)
- LA-RICS Policy No. 025-2018 (Use of Information Technology Resources, including the Acceptable Use Agreement)
- LA-RICS Policy No. 027-2018 (Physical Security Policy)



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

December 19, 2018

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

Dear Directors:

**APPROVE AMENDMENT NO. 34 FOR AGREEMENT NO. LA-RICS 008 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK**

SUBJECT

Board approval is requested to authorize the Executive Director, or his designee, to execute Amendment No. 34 to extend the term of Agreement No. LA-RICS 008 for the Public Safety Broadband Network (PSBN) for thirty (30) days until January 31, 2019, at no cost.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 34 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the (Enclosure), which extends the Term of the Agreement for an additional thirty (30) days from January 1, 2019 to January 31, 2019, unless sooner terminated or extended in whole or in part, at no cost.
2. Delegate Authority to the Executive Director, or his designee, to execute Amendment No. 34, in substantially similar form to the enclosed Amendment.

BACKGROUND

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement required, among other things, the Authority continue with the PSBN buildout contemplated in the PSBN Round 2 Project Implementation Plan (PIP) under Objective 1 (Coverage Augmentation) and requires the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) to approve the PSBN Round 2 PIP.

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration.

On June 25, 2018, NTIA and NOAA approved Objective 1 (Coverage Augmentation) and Objective 2 (Rapid Response Vehicles) contemplated in the PSBN Round 2 PIP. The Authority continues to work with Motorola to finalize the terms associated with certain work related to the PSBN Round 2 buildout. Amendment No. 34 is being presented to your Board to allow for the terms of this work to be finalized.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, or his designee, to execute Amendment No. 34 to extend the Term of Agreement with Motorola until January 31, 2019, at no cost.

The Authority intends to have Motorola build out the PSBN Round 2 sites that are located at Land Mobile Radio (LMR) System sites. However, some of these LMR sites are still in the design and/or construction phase. It is necessary to extend the Term of the PSBN Agreement for an additional thirty (30) days, to allow the Authority and Motorola to finalize the scope and cost for the PSBN Round 2 work that will occur at the LMR collocation sites.

FISCAL IMPACT/FINANCING

There is no fiscal impact for the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director, or his designee, will have authority to execute Amendment No. 34 with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a light blue horizontal line.

SCOTT EDSON
EXECUTIVE DIRECTOR

JA:ms

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Enclosure

cc: Counsel to the Authority

AMENDMENT NUMBER THIRTY-FOUR
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Thirty-Four (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 34") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____, 2018, based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work

pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PBSN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of \$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154

(\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, $[(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964]$, when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 $(\$235,768 - \$200,000 - \$2,153,150 + \$550,000)$, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the

Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect

a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in

part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 30, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, this Amendment No. 34 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 34, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 34 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 34.
2. Agreement Term. The parties further agree and acknowledge the Agreement term is being extended beyond December 31, 2018, until January 31, 2019, at no cost,

and during this time the Contractor will not be obligated to provide Maintenance Work or Services, unless the parties agree otherwise.

3. Amendments to Base Document.

3.1 Section 3.1 (Initial Term and Option Terms) within Section 3 (Term) of the Base Document of the Agreement is deleted in its entirety and replaced with the following:

3.1 Initial Term and Option Terms The initial term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). The Authority may extend the Initial Term of this Agreement for up to four (4) additional consecutive one-year terms (each an "Option Term") in order for Contractor to perform Maintenance Work under Phase 5. Each Option Term shall be exercisable in the sole and unilateral discretion of the Authority in accordance with Section 4.1.2.2 (Unilateral Options). The Authority will endeavor to initiate the process described under 4.1.2.2 (Unilateral Options) no later than ninety (90) Days prior to the expiration of the Initial Term or then-current Option Term, but the Authority's failure to initiate such process within such timeframe shall not prevent the Authority from thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

Pursuant to Amendment No. 24 through this Amendment No. 34, respectively, the Term of this Agreement shall expire on January 31, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4. This Amendment No. 34 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. 34;

4.2 Los Angeles County Counsel has approved this Amendment No. 34 as to form;

4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 34; and

4.4 The Executive Director of the Authority has executed this Amendment No. 34.

5. Except as expressly provided in this Amendment No. 34, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Contractor and the person executing this Amendment No. 34 on behalf of Contractor represent and warrant that the person executing this Amendment No. 34 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 34, and that all requirements of Contractor to provide such actual authority have been fulfilled.
7. This Amendment No. 34 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 THIRTY-FOUR
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 34 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Norm Folger
Motorola Project Director

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



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>

TRUC L. MOORE
Counsel to the Authority

December 19, 2018

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

Dear Directors:

APPROVE AMENDMENT NO. ONE TO AGREEMENT NO. LA-RICS 012 WITH SD EDSON, INC., FOR PROFESSIONAL SERVICES

SUBJECT

Board approval is requested to authorize Amendment No. 1 to Agreement No. LA-RICS 012 with SD Edson, Inc. (Agreement) for Professional Services to extend the term of the Agreement for two (2) years to March 25, 2021 with a one (1) year renewal option; revise the Cost of Living Adjustment (COLA) provision; increase the billed hourly rate by 6% from \$105 to \$111.30; and increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 1 to the Professional Services Agreement with SD Edson, Inc., for Executive Director services, substantially similar in form to the Enclosure, which revises the Agreement to reflect the following:
 - a. Extend the current Term to March 25, 2021.
 - b. Revise the Term to include a one (1) year renewal option to expire on March 25, 2022, if exercised in the sole discretion of the Authority.
 - c. Revise the Cost of Living Adjustment (COLA) provision to include language indicating the COLA may be adjusted to the lesser of the average salary increase or decrease granted to County of Los Angeles employees or based on increase or decrease in U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index.
 - d. Increase the billed hourly rate by 6% from \$105 to \$111.30.

AGENDA ITEM L

- e. Increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.
2. Authorize the Chair of the Board, or his designee, to execute Amendment No. 1, in substantially similar form to the enclosed amendment (Enclosure).

BACKGROUND

On December 12, 2016, your Board approved the recommendation to appoint Mr. Scott D. Edson (Mr. Edson) to the position of the LA-RICS Authority Executive Director. The Authority entered into a Professional Services Agreement with Mr. Edson on February 2, 2017 to commence services on March 26, 2017, for a period of two (2) years ending on March 25, 2019.

Pursuant to the Agreement, Mr. Edson is compensated at a billed hourly rate of \$105 per hour for a total not-to-exceed contract amount of \$218,400 per year. Further, the Agreement includes a Cost of Living Adjustment (COLA) provision indicating 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, provided any such increase not exceed the general salary movement granted to County of Los Angeles employees for the prior 12-month period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to (a) extend the current Term for two (2) years until March 25, 2021; (b) revise the Term to include a one (1) year renewal option to expire on March 25, 2022, if exercised in the sole discretion of the Authority; (c) revise the Cost of Living Adjustment (COLA) provision; (d) increase the billed hourly rate by 6% from \$105 to \$111.30; and (e) increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.

It is necessary to extend the current term of the Agreement, as Mr. Edson is an integral component to the LA-RICS project. The progress of the LA-RICS project made under Mr. Edson's leadership as well as his extensive knowledge of the public safety operations and communication technology demonstrate the need for the Authority to retain Mr. Edson's services.

The negotiated 6% increase to the billed hourly rate and Maximum Contract Sum were found to be reasonable. Moreover, to date and since the execution of the contract, Mr. Edson has not requested a COLA increase and as such, the billed hourly rate has remained intact at \$105.

In addition, the COLA provision to the Agreement was revised to be more in line with the COLA provisions in standard County of Los Angeles contracts as well as other Authority consultant contracts.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 1 will increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504. Invoices will be reimbursed upon presentation of appropriate documentation and will be funded by a combination of grant funds from the Broadband Technology Opportunities Program (BTOP) and Member Funded Contributions contemplated in the LA-RICS Adopted Fiscal Year 2018-19 Operating Budget with future funding presented to your Board in subsequent fiscal years' budget adoption.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

As the Authority's counsel, I have reviewed the recommended action.

CONCLUSION

On behalf of the Authority, the Chair of the Board will have the authority to execute the enclosed amendment with SD Edson, Inc., in accordance with the recommended action prescribed in this letter.

Respectfully submitted,



TRUC L. MOORE
COUNSEL TO THE AUTHORITY

JA:ms

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AMENDMENT NUMBER ONE
TO AGREEMENT NO. LA-RICS 012
FOR PROFESSIONAL SERVICES

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, Amendment No. 1) is entered into by and between the Los Angeles Regional Interoperable Communications System Authority (Authority) and SD Edson, Inc. (Consultant), effective as of December _____, 2018, based on the following recitals:

RECITALS

WHEREAS, Authority and Consultant have entered into Agreement No. LA-RICS 012 for Professional Services to enable Consultant to perform the duties as the Executive Director to the Authority, effective March 26, 2017 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Authority and Consultant desire to amend the Agreement to (a) extend the current Term for two (2) years until March 25, 2021; (b) revise the Term to include a one (1) year renewal option to expire on March 25, 2022, if exercised in the sole discretion of the Authority; (c) revise the Cost of Living Adjustment (COLA) provision; (d) increase the billed hourly rate by 6% from \$105 to \$111.30; and (e) increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

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

2.0 **TERM**

Consultant shall begin performing services for the Authority on March 26, 2017 ("Start Date"), and shall continue such services for a period of two (2) years until March 25, 2019, or until terminated as provided in Section 7 (Termination) of this Agreement. As a condition

of this Agreement, Consultant shall complete and pass a background investigation prior to the Start Date which is satisfactory to the Authority.

Pursuant to Amendment No. 1 to this Agreement, effective March 26, 2019, the Term shall continue for an additional two (2) years until March 25, 2021, or until terminated as provided in Section 7 (Termination) of this Agreement. The Authority shall have the option in its sole discretion to extend this Term for an additional one (1) year renewal option period, from March 26, 2021 to March 25, 2022. If such renewal option period is exercised, it shall be pursuant to an amendment subject to the prior approval of the Authority's Board of Directors.

- 2.2 Section 4.0 (Compensation) of the Agreement shall be revised to include Section 4.1 as follows, effective March 26, 2019. The remaining provisions contemplated in Section 4.0 (Compensation) shall remain the same and in full force and effect.

4.0 COMPENSATION

- 4.1 Consultant shall be compensated at a billed hourly rate of One Hundred Eleven Dollars and Thirty Cents (\$111.30) per hour, for a total amount not to exceed Two Hundred Thirty-One Thousand Five Hundred Four Dollars (\$231,504) 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. If requested by the Consultant, the contract hourly rate may be adjusted annually by a Cost of Living Adjustment (COLA), if any, equal to the lesser of: (1) the average salary increase or decrease 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; or (2) 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. 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. Before any COLA increase shall take effect, it shall require prior approval by the Authority's Board of Directors.

3. This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:

- 3.1 An authorized agent of Contractor has executed this Amendment No. 1;
- 3.2 Counsel to the Authority has approved this Amendment No. 1 as to form;
and
- 3.3 The Board of Directors of the Authority has authorized the Chair of the
Authority to execute this Amendment No. 1.
- 4. Except as expressly provided in this Amendment No. 1, all other terms and
conditions of the Agreement shall remain the same and in full force and effect.
- 5. Consultant and the person executing this Amendment No. 1 on behalf of
Consultant represent and warrant that the person executing this Amendment No.
1 for Consultant is an authorized agent who has actual authority to bind Consultant
to each and every term and condition of this Amendment No. 1, and that all
requirements of Consultant to provide such actual authority have been fulfilled.
- 6. This Amendment No. 1 may be executed in one or more original or facsimile
counterparts, all of which when taken together shall constitute one in the same
instrument.

* * *

**AMENDMENT NUMBER ONE
TO
AGREEMENT TO PROVIDE 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: _____
Dean Gialamas, Chair
Authority Board of Directors

By: _____
Scott D. Edson
SD Edson, Inc.

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