



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, April 1, 2021 • 9:00 a.m.

#### **Microsoft Teams Meeting\***

**Link:** [Click here to join the meeting](#)

#### **Call-in Number for Board Members and Public:**

Telephone Number: (323) 886-6924

Conference ID: 958 141 364#

#### **Video Conferencing Device:**

[493366865@t.plcm.vc](https://493366865@t.plcm.vc)

VTC Conference ID: 116 476 250 3

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

#### **AGENDA POSTED: March 26, 2021**

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

**\*The procedures used for this Teleconference Meeting are permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.**

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#### **Members:**

1. **Fesia Davenport**, 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. **Vacant**
6. **Brian Solinsky**, Interim Police Chief, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **David Povero**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Eli Vera**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Vacant**  
**Vacant**  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Ed Ridens**, Deputy Chief, City of Inglewood Police Dept.  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.  
**Ric Walczak**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, Executive Director  
**Arlene Barerra**, County of Los Angeles Auditor-Controller  
**Keith Knox**, 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. March 4, 2021 – 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 – Lieutenant Sven Crongeyer**

**E. Finance Committee Chairs Report – No Report**

**VII. DISCUSSION ITEMS (F-I)**

**F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal**

Agenda Item F

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

Agenda Item G



- H. Update on Coastal Development Permit Process for Five Land Mobile Radio System Sites – Tanya Roth

Agenda Item H

- I. Outreach Update – Lieutenant Sven Crongeyer

Agenda Item I

## **VIII. ADMINISTRATIVE MATTERS (J-L)**

- J. APPROVE ENTERING INTO A LAND MOBILE RADIO SYSTEM EARLY ONBOARDING MEMORANDUM OF UNDERSTANDING WITH INGLEWOOD POLICE DEPARTMENT**

It is recommended that your Board:

1. Authorize the LA-RICS Authority to enter into a Land Mobile Radio (LMR) System Early Onboarding Memorandum of Understanding (MOU) with the Inglewood Police Department (IGPD) (Enclosure).
2. Delegate authority to the Executive Director to execute an LMR System Early Onboarding MOU with the IGPD, substantially similar in form to the MOU template in the Enclosure, to allow IGPD early operational usage of LA-RICS network and cores.
3. Delegate authority to the Executive Director to approve and execute amendments to the exhibits of the LMR System Early Onboarding MOU, as needed for changes provided that any such amendments are approved as to form by Counsel to the Authority, and as permitted by LA-RICS Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy.

Agenda Item J

- K. FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – BCA WATSON RICE LLP**

It is recommended that your Board receive the auditor's report for the year ending June 30, 2020.

Agenda Item K



**L. APPROVE AMENDMENT NO. 58 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Make the following findings with respect to the reconciliation of a modification to one (1) LMR System Site and one (1) Change Order Modification:
  - a. Find that (a) approval of Amendment No. 58 to contemplate the changes necessary to reflect the reconciliation and a Change Order Modification at one (1) LMR System Site, Universal Studios (UNIV), related to redesign work at the two existing building locations that constitute Site UNIV, the Universal City Plaza location and the Universal City Walk location, 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 categorically exempt from review under the California Environmental Quality Act (CEQA) on December 12, 2016, for the Universal City Plaza location and on August 1, 2019, for Universal City Walk location pursuant to CEQA Guidelines Sections 15301, 15303 and 15304, and find that any leased circuit work that may occur outside of this site, if needed to provide network connectivity to the LMR System, is 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) as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve Amendment No. 58 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reconcile a modification to Phase 2 for one (1) LMR System Site for a cost decrease in the amount of \$57,167 and incorporate one (1) a LMR Change Order Modification for cost increase in the amount of \$61,668 as further described in this Board Letter for a net cost increase in the amount of \$4,502.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$4,502 when taking the recommended actions into consideration from \$287,646,565 to \$287,651,067.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 58.



5. Delegate authority to the Executive Director to execute Amendment No. 58, 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. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).

**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, May 6, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



## BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and 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) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

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

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

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



# **BOARD OF DIRECTORS**

## **MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, March 4, 2021 • 9:00 a.m.  
**Conducted via Microsoft Teams Meeting\***

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**Board Members Present:**

**Daryl Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.  
**Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, County of Los Angeles  
**Eli Vera**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.

**Officers Present:**

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

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**Absent:**

**Brian Solinsky**, Interim Police Chief, City of South Pasadena Police Dept.  
**David Povero**, Chief, City of Covina Police Dept.



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

**I. CALL TO ORDER**

Alternate Chair, Eli Vera, called the Board meeting to order at 9:03 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

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

**A. February 4, 2021 – Minutes**

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

Alternate Board Member Kay Fruhwirth motioned first, seconded by Alternate Board Member Brian Leyn.

Ayes 7: Alexander, Fronterotta, Fruhwirth, Geiger, Leyn, Osby, and Vera.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (B-E)**

**B. Director's Report – Scott Edson**

**LTE Update**

Executive Director Scott Edson stated the LA-RICS team continues to wrap up the Broadband data side of this program with asset approval imminent. The team met with AT&T this week to ensure all final items required to transfer sites over to them have been addressed, with coordination on spare equipment, inventory verification, and final site walks/punch list and site acceptance items being addressed. Additionally, site wrap up for sites 21-26 is underway with the exception of the Port of Long Beach site which is still pending construction start awaiting agreement between Long Beach and AT&T / FirstNet. Project Director Chris Odenthal will provide additional updates on the status of this and other Long Term Evolution (LTE) sites under Agenda Item F.





### **LMR Update**

In regards to the Land Mobile Radio (LMR) update, Executive Director Edson stated the team continues to work closely with the Federal Communication Commission (FCC) and the County of Los Angeles Internal Services Department (ISD) on licensing, interference issues and use agreements, and thanked them for their expertise in the area. The LA-RICS Lead Engineer, Ted Pao, will provide a detailed update under Agenda Item G.

As for the Coastal Sites, the County Board of Supervisors (BOS) certified their findings regarding the two (2) Santa Monica Mountain sites at their February 9, 2021, board meeting. This triggers the next step which is issuance of the denial of appeals to the California Coastal Commission. Deputy Program Manager Tanya Roth will provide the Board additional details relating to this process under Agenda Item H. As for the three (3) Catalina sites that received their respective Coastal Development Permits in December, Motorola (MSI) received Building Permits for two (2) of the three (3) sites the first week of January. For Dakin Peak (DPK), MSI requested the Authority's assistance via County of Los Angeles Department of Public Works (PW) to help address issuance of permits held pending Geotechnical and Materials Engineering (GMED) clearance. The Authority held a live session with GMED, MSI and its subcontractors to address items pending to allow for permit issuance on the DPK site. As a result of this meeting, MSI addressed GMED's items and submitted a revision yesterday. Despite these extensive efforts made to achieve Coastal Development Permits, MSI has failed to initiate any construction work to date at the Catalina sites.

Executive Director Edson went on to state the team continues to ask MSI to provide a recovery schedule to address the time lost for the stand down of work at the two (2) permitted Catalina sites. Unfortunately, there is not a consensus on an Integrated Master Schedule (IMS) and MSI is behind on many activities and milestones while discussions in that area continue.

### **Grants**

As an example, despite extensive oversight and management to ensure activities captured in the UASI 18 spending plan were completed, the team is aggressively pushing MSI to complete activities in the now extended performance period for this grant. Certain activities MSI planned for completion in 2020, have now pushed into late February with others now pushing into mid-March or in certain instances April. In addition to extensive Project Management, this is creating a closeout accumulation of work acceptance, invoice processing and claim submission that is not in line with what was originally planned. As you are aware, the Authority is required to pay invoices prior to submitting packages to the grantor for reimbursement. The Authority pays these invoices out of a revolving fund that is only replenished once grant claims are

approved and reimbursed. With accumulation of deliverables at the tail end of the grant performance period, aligning the invoices with remaining revolving fund balance is a challenge. Thankfully, the team has a seasoned grants analyst that is working closely with the MSI Team to ensure timing, supporting documentation and deliverables are adequate to achieve a smooth claim and reimbursement process. Additionally, the team is working closely with all team leads to ensure contract terms addressing recovery of time are addressed as well as implementing monitoring and oversight of milestones to ensure cushions are maintained and durations are met so as not to encounter this issue at completion of the UASI 19 grant.

Outside of the UASI 18 sites, there has been no actual construction work commencement as of this date, at the remaining UASI 19 sites. Aside from work that was supposed to start in January at the Catalina sites, Green Mountain (GRM) was scheduled to commence this week with activities cancelled due to what the team believed is an unjustified stop by MSI. The team has issued correspondence to MSI requiring them to continue work at GRM so as not to further impact the schedule.

Executive Director Edson stated Program Manager Justin Delfino will provide additional details on the LMR under the agenized Project Managers report.

The importance of schedule recovery and completion of this important System will be further addressed under Agenda Item I, Outreach Report, where you will hear how the early deployment system has played a significant role in the administration of COVID-19 vaccine at the California State University Los Angeles vaccine site. Demonstrating seamless interoperable communications is key when carrying out multi-agency response – the team needs to achieve acceptance of the LA-RICS System on schedule to ensure it is not only ready for large planned events such as the COVID-19 vaccine site or Super Bowl 56 at Sofi Stadium in Inglewood, but also for unforeseen emergencies. That continues to be LA-RICS' focus.

Executive Director Edson stated Agenda Item J is an amendment to the Jacobs contract solely for the Grants Analyst position. As recipients and stewards of local, state and federal grant funds, the expertise, analytical power and exacting precision is key to a successful grant program that to date has yielded zero audit findings. In 2018 when our 4th Grants Analyst took a promotion in the County, LA-RICS was fortunate to have a cross-trained grants expert within the Jacobs Team that could be allocated as full time grants analyst to our Administrative Team. The Board approved an amendment in May of 2018 to bring the Grants Analyst on via the Jacobs Amendment. At that time, the budget allocated to that position fell in line with the IMS. That funding was planned through December of 2020. Given there is still work to do prior to system acceptance and closeout of awarded grants to LA-RICS, the Director stated we are asking your Board consider Amendment No. 30 with Jacobs to add funding to cover



only the salary of this position through June 30, 2022, along with a Cost of Living Adjustment (COLA) which will be passed on only to this individual directly.

Lastly, Executive Director Edson stated Agenda Item K is a request for a change order approved by the Change order control board to pay for a second Biota Tissue Analysis (BIOTA) report required to complete the permit package submission for the Topanga Peak (TOP) site. Given this is the second report requested outside the initial one required and met by Motorola, the change order is justified and necessary. Additionally, administrative removal of sites that had previously been dropped from the system design is reflected in this Amendment No. 56.

Executive Director Edson thanked the Chair and Board members and concluded his report.

There was no further discussion.

**C. Project Manager's Report – Justin Delfino**

**LMR PROGRAM CONSTRUCTION OVERVIEW**

Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program as stated below followed by an LTE update from Program Director Chris Odenthal:

**Open and Active Sites:**

- Phase 2 - GMT, JPK2, LPC, MDI, MML, PMT, PRG, RHT, RIH, BUR1, CPK for a total of eleven (11) sites.
- UASI 18 - Finishing Touches particularly with completing power work (SCE power).
- UASI 19 – Two (2) sites under construction (BUR1 and PMT).
- UASI 18 – Fourteen (14) sites will be added into the network. This is the largest sum brought in under one grant year. Issues have arisen in regards to turning on power but the team is working to remedy the projected power on dates with MSI and SCE.

**February/March successes on the LMR Program:**

- MSI has completed SPH design and will be submitting for permit in March.



- Thirty (30) sites have permanent power and nine (9) more will be turned on in the upcoming two (2) months.
- Zero recordable injuries to date.

#### **Monthly Report Follow-up:**

Program Manager Delfino provided an update on Monthly Report follow-up as stated below:

- MSI Report No. 90 is not being provided this month. Information provided by MSI is not an objective status update nor a reporting of exclusive factual information; and therefore was not provided.
- MSI has appointed new Construction Manager Lance Francis who joined the program in this period.
- MSI is still struggling to manage IMS submissions as Executive Director Edson has informed your Board. A meeting is scheduled for this morning to discuss the disagreements of the IMS with MSI leadership.
- MSI has successfully generated close-out books for twenty-two (22) sites to date; however, they are struggling with the quality of the submissions. The LA-RICS Team quickly reviewed all books in approx. two (2) weeks and provided review comments back to MSI to ensure the Authority is receiving accurate information.

#### **SAA**

Program Manager Delfino stated all Site Access Agreements (SAA) are now complete.

#### **MMRP Monitoring:**

Program Manager Delfino stated in general, MMRP Monitoring is going well; however, scheduling persists as an issue in this period. For example, this last week MSI indicated they were going to be busy working all week at BUR1 and then the team receives a call MSI is not going to work all week on short notice. These are the types of issues that the LA-RICS Team is dealing with and the team will continue to work with MSI to resolve the root cause of non-continual work at certain sites.

#### **Current Focus:**

Program Manager Delfino stated the schedule has been a primary focus between the LA-RICS and MSI Teams and provided highlights below:

- Grant spending objectives for UASI 18 and coordination with MSI.
- Construction starts at the remaining twelve (12) sites not started yet.
- Close-out documentation processing.
- IMS Acceptance (most critical).

Program Manager Delfino provided updates and shared site photos of what the team has been working on as stated below:

**PMT & CPK**

Program Manager Delfino shared a photo of PMT tower foundation and stated it has already been drilled but working on the foundation; and a photo of CPK drilling which had thirteen (13) days of scheduled duration but has been drilling for almost a month due to the use of a smaller drilling rig than industry standard.

**PMT**

Program Manager Delfino shared a photo of the shelter being installed.

**BUR1 – Tower Foundation**

Program Manager Delfino shared a photo of concrete being poured at BUR1 site (tower foundation).

This concludes the Project Manager's Report.

There was no further discussion.

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

E. Finance Committee Chair Report – No Report

**VII. DISCUSSION ITEMS (F-J)**

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Program Director Chris Odenthal stated the document before the Board is a table showing all sites with progress which remains consistent. Activity at POLA1 will be closed once the change out of the automatic switch for the generator for commercial power is complete. The same item is needed at POLA2 to close-out this site as well.

Program Director Odenthal went on to state POLB1 is in the same holding pattern it has been with AT&T and the Port of Long Beach trying to agree to lease terms. Again, all the activities for asset transfer and completion is done and LA-RICS responsibilities



for the grant: drawings, entitlements, equipment, and SAAs are complete. At this point AT&T and the Port of Long Beach need to agree on lease terms so this site can be built. If that occurs LA-RICS can build with funds supplied by AT&T.

Program Director Odenthal stated the next site is POM2 and all equipment has been staged. The team is working on the last changes to implementation on the equipment pad with the Judicial Courts of California. Progress is continuing and the team expects this site to ramp up and close-out the month of March.

Lastly, Program Director Odenthal stated the team expects to have a different report to your Board on site construction finish in April, which will only leave the POLB1 as the outstanding item. Executive Director Edson did mention at sites 1 through 20 the ability to close-out and transfer those items. Specifically, on the LA-RICS Team, Rosalyn Knowlton has been extremely helpful in working with AT&T to ensure all documentation has been received and processed to get those sites accepted by AT&T. Outstanding leases with AT&T are being processed by them, so the team is focused on power delivery with SCE and all power is being connected with the corresponding jurisdictions.

This concludes the update.

There was no further discussion.

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

LA-RICS Lead Engineer Ted Pao stated on the TV interference issue, the County is continuing with the long-term interference data collection at San Pedro Hill (SPH) on Channel 16. This data collection should provide us with a long-term interference level tracking due to seasonal changes in radio frequency propagation.

LA-RICS Lead Engineer Ted Pao stated on the frequency license topic, the County is queuing up to re-submit eighty-two (82) T-band applications when FCC opens up for new T-band applications on March 22, 2021. These applications are for our NMDN, ACVRS, and UHF DTVRS sub-systems.

There was no further discussion.

**H. Update on Coastal Development Permit Process for Five Land Mobile Radio System Sites – Tanya Roth**

Deputy Program Manager Tanya Roth stated the two (2) sites in the Santa Monica Mountains (Saddle Peak and Fire Station 72) subject to Coastal Development Permit Process continue to progress through the administrative and public appeals process.





As Executive Director Edson mentioned in his report, the BOS decision to deny the appeals and approve the projects was finalized at the meeting of February 9, 2021. The team thanked Regional Planning for their expedited administrative process to resolve the paperwork. As of this past Monday, the secondary appeal process appealable to the California Coastal Commission commenced with an expected conclusion on Friday, March 12, 2021.

Deputy Program Manager Roth went on to report that all three (3) amendments to the CDPs triggered by Motorola's adjustment to their construction access route have been approved; Dakin Peak (DPK) was issued on February 12, 2021 and Black Jack (BJM) and Tower Peak (TPK) following a few days later on February 16, 2021. With the release of those amendments, all Coastal Permitting for the LA-RICS sites on Catalina are now complete. Further, all SAA's are fully executed and Building Permits for BJM and TWR are also complete and ready for construction start. Finally, with the GMED corrections for DPK submitted last night, the team expects that last building permit to be issued shortly.

This concludes the update.

There was no further discussion.

#### I. Outreach Update – Wendy Stallworth-Tait and Sven Crongeyer

Executive Assistant Wendy Stallworth-Tait stated before you today as Agenda Item I, is the outreach summary for the month of February. Executive Assistant Stallworth-Tait stated she will highlight some of the activities followed by Lieutenant Crongeyer with updates on agencies outreach.

Executive Assistant Stallworth-Tait stated meetings with AT&T continue to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications and Site Leases, Assignment and Assumption Agreements and Amendments, Network Coverage Review and quarterly progress review.

Executive Director Edson attended virtually the International Public Safety Association (IPSA) Board Meeting, the National Sheriff's Association (NSA) Government Affairs Monthly Meeting, the Project Responder Workshops, the International Association of Chiefs of Police (IACP) Communication, Technology Committee Meeting and FCC Commissioner Simington's Public Safety Webinar.

Lastly, members of the LA-RICS Team met with representatives from the Catalina Island Conservancy to discuss construction activity on the Island.



Lieutenant Crongeyer provided an update on agency outreach and stated he has three (3) updates to provide. The first item is the State of California, Office of Emergency Services (Cal OES) has opened a COVID-19 Vaccination Super Site on the Cal State University, Los Angeles campus. Prior to opening, Cal OES reached out to LA-RICS and the Los Angeles County Sheriff's Department (LASD) to see if radio communication to support the operation for up to six (6) months could be facilitated. On short notice, LASD programmed and deployed 100 radios using LA-RICS talk groups. To date, the project has been a success and Cal OES will continue to assist LA-RICS with testing the system while they operate their Vaccine Super Site.

Lieutenant Crongeyer stated the second item is United States Department of Homeland Security, Cybersecurity and Infrastructure Security Agency has reached out to LA-RICS, the Inglewood Police Department and LASD to ask for assistance with radio communications planning for Super Bowl 56, which will be held on Sunday, February 6, 2022, at the SoFi Stadium. LA-RICS is recognized as being a critical security component of the operation and the team is pleased to be working closely with the federal government in order to host a safe and successful event.

Lastly, Lieutenant Crongeyer stated the third item LA-RICS has reached out to the Los Angeles County Department of Mental Health's Alternative Crisis Response Program. While the program is still in development, there is a great potential for partnership, including radio interoperability between the Psychological Mobile Response Teams and the LASD Mental Evaluation Teams. Alternative Crisis Response Program Managers have indicated that they will contact LA-RICS once their program is further into the planning stages.

This concludes the update.

There was no further discussion.

## **VIII. ADMINISTRATIVE MATTERS (J-L)**

### **J. AMENDMENT NO. 30 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item J, Amendment No. 30 to the Project and Construction Management Services Agreement and recommended the Board take the following actions:

1. Approve Amendment No. 30, substantially similar in form to the Enclosure attached to the Board Letter, which contemplates revising the Agreement with Jacobs to reflect the following:





- a. Revise the Rate Schedule to reflect an increase to the hourly rate by 0.9 percent to account for a COLA for the Grants Management position only.
  - b. Reallocate a cost savings realized from the Grants Analyst position within the Jacobs PSBN Round 2 program budget to the Grants Analyst position within the Jacobs Land Mobile Radio (LMR) System program budget in the amount of \$33,169.
  - c. Reflect an increase in the Grants Analyst position in the amount of \$217,017; which will allow this position to continue grant administration work through June 2022 for the LMR System.
  - d. Approve an increase to the Maximum Contract Sum by \$183,848 from \$67,331,134 to \$67,514,982 when taking revisions contemplated in Amendment No. 30 into consideration.
2. Delegate authority to the Executive Director to execute Amendment No. 30, in substantially similar form, to the enclosed Amendment.
  3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 30.

Board Member Mark Alexander had some inquiries, which focused on recommendation 1-c. Board Member Alexander sought clarity on the total salary for the Grants Analyst position as well as what the 0.9 percentage increase reflects.

Administrative Deputy Orellana-Curtiss referred Board Member Alexander as well as the other Board Members to their electronic packet, in particular Appendix A-2 (page 55 of the PDF document), which is where the adjusted rate was reflected. She informed the Board the Grant Analyst position would increase to a total of \$440,057, which reflected the total amount for the full term of the contract. Administrative Deputy Orellana-Curtiss further informed the Board the rate increased from \$82 an hour to \$83 an hour (which was reflected on page 57), for a total of 2,614 hours which goes through June 2022 at the \$83 an hour rate.

Administrative Deputy Orellana-Curtiss went on to refer the Board to Appendix A-2 (page 1 of 1) reflected a reduction under the LTE budget. She explained how Jacobs is split into two (2) separate budgets due to two (2) separate fund sources, which is BTOP and UASI. In addition, Administrative Deputy Orellana-Curtiss reported savings under the LTE budget. Board Member Alexander explained his understanding of the budget section and desired clarity on what the hourly rate was before the increase and the hourly rate after the increase to which Administrative Deputy Orellana-Curtiss responded by referring to Attachment B (page 2 of 2), which reflected the new hourly



rate of \$83. Administrative Deputy Orellana-Curtiss explained that the Authority was remiss to reflect the previous rate and extended her apologies for not showing the former hourly rate of \$82.

Board Member Alexander asked Administrative Deputy Orellana-Curtiss if the total overall increase exceeding \$400,000 was for the entire project. Administrative Deputy Orellana-Curtiss informed Board Member Alexander that his understanding was correct and explained that while overall the increase request is \$217,017; the increase to the contract sum is only \$183,848 due to a savings in the amount of \$33,169 that, if approved by the Board, would allow for the savings from the Jacobs LTE budget to be transferred to the Jacobs LMR budget. Board Member Alexander inquired when the \$217,017 cost commence and Administrative Deputy Orellana-Curtiss stated the value would commence with a partial payment in April 2021 and continue through June 2022. Board Member Alexander expressed that he was having a difficult time reconciling the request because the total budget over the entire contract exceeded \$400,000 and focused on an amendment of \$217,017 for a period of months. Administrative Deputy Orellana-Curtiss explained that when you take \$83 into consideration for a full fiscal year it results in 2,080 hours, but noted added hours due to the partial payment in April, with full payments commencing in May through June of 2022. Administrative Deputy Orellana-Curtiss informed the Board that the proposed increase reflected approximately 16 months of funding, and approximately 2,614 hours through June of 2022 at \$83 per hour.

Board Member Alexander asked if it was approximately \$172,000 per year, to which Administrative Deputy Orellana-Curtiss responded that he was correct. Board Member Alexander stated this was his main point. While he recognized how important the Grants Analyst position is, especially in a project like this funded by grants, \$172,000 annually for a Grant Analyst position seemed very high based on the going rate in the profession. Administrative Deputy Orellana-Curtiss responded the rate for the former position filling this role was an Administrative Services Manager I (ASM I) within the County of Los Angeles with an annual salary of approximately \$175,000. Administrative Deputy Orellana-Curtiss informed the Board of the Authority was challenged with retaining staff with the requisite level of expertise as previous County employees continued to promote out. She went on to further explain how the Authority is realizing a cost savings when you perform a twelve-month comparison between the two (Jacobs Grant Analyst and ASM I). Board Member Alexander asked how does LA-RICS know the needs of this position require this level of appointment and Administrative Deputy Orellana-Curtiss responded that this position was previously budgeted within the LA-RICS annual adopted budget since the program's inception and thus it was against the ASM 1 salary that the team negotiated when this position was added to the Jacobs contract in 2018.

Board Member Alexander stated no further questions.



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

Alternate Board Member Kay Fruhwirth motioned first, seconded by Board Member Daryl Osby.

Ayes 6: Fronterotta, Fruhwirth, Geiger, Leyn, Osby, and Vera.

Board Member Alexander Abstained.

Alternate Board Member Fruhwirth asked Administrative Deputy Orellana-Curtiss to clarify if the Grant Analyst position rate includes benefits and is not comprised of the salary alone? Administrative Deputy Orellana-Curtiss responded that Alternate Board Member Fruhwirth was correct; the amount reflected was the fully burdened rate. Alternate Board Member Fruhwirth stated the salary is approximately \$110,000 to \$115,000 and the County benefits run about 50 percent. Administrative Deputy Orellana-Curtiss confirmed that is correct and apologized for omitting that detail in her presentation.

Board Member Alexander stated in light of this new information he revises his abstention to approve.

The Board vote was amended to include Board Member Alexander aye vote.

Ayes 7: Alexander, Fronterotta, Fruhwirth, Geiger, Leyn, Osby, and Vera.

**MOTION APPROVED.**

**K. APPROVE AMENDMENT NO. 56 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, Amendment No. 56 to the LMR Agreement and recommended the Board take the following actions:

1. Make the following findings with respect to the LMR Change Order Modifications:
  - a. Find that (a) approval of Amendment No. 56 to contemplate certain Change Order Modifications at one (1) LMR System Site, Topanga Peak (TOP), related to producing Biota Reports, is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by the Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the



currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

2. Approve Amendment No. 56 to Agreement No. LA-RICS 007 for a LMR System with Motorola, which revises the Agreement to reflect the following:
  - a. Reconciliation to remove five (5) LMR System Sites: H-17 Helipad (H17A), FS 91 (LACF091), Pacific Design Center (PDC), Portshhead Tank (PWT) and 100 Wilshire (WS1); as it relates to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components, and Phase 4 (LMR System Implementation), respectively, resulting in a net cost decrease in the amount of \$3,645,399.
  - b. Incorporate an LMR Change Order Modification for the inclusion of Biota reports for the TOP site at a total cost increase in the amount of \$13,972.
3. Authorize a decrease to the Maximum Contract Sum in an amount of \$3,631,427 when taking the recommended actions into consideration from \$291,269,426 to \$287,637,999.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 56.
5. Delegate authority to the Executive Director to execute Amendment No. 56, in substantially similar form, to the Amendment enclosed with the Board Letter.

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

Alternate Board Member Kay Fruhwirth motioned first, seconded by Board Member Daryl Osby.

Ayes 7: Alexander, Fronterotta, Fruhwirth, Geiger, Leyn, Osby, and Vera.

**MOTION APPROVED.**

**L. APPROVE THE IMPLEMENTATION OF AN LA-RICS SURPLUS PROPERTY DISPOSAL POLICY**

Contracts Manager Jeanette Arismendez presented Agenda Item L, Implementation of LA-RICS Surplus Property Disposal Policy and recommended the Board take the following actions:



1. Approve the enclosed LA-RICS Surplus Property Disposal Policy (Policy No. 032-2021) to establish a process for the disposal of supplies, equipment, and assets the Authority deems no longer useful (e.g. supplies, equipment, and assets have surpassed their useful life, are scrap, damaged, have become obsolete, unusable surplus, have been abandoned, etc.) and have not been purchased with grant funds, or if purchased with grant funds, adhere to proper grant disposition rules.
2. Delegate authority to the Executive Director to implement the policy and make administrative revisions to the policy to effectuate its intent, as may be needed, provided any such revisions are approved as to form by Counsel to the Authority.

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

Board Member Mark Alexander motioned first, seconded by Alternate Board Member Brian Leyn.

Ayes 7: Alexander, Fronterotta, Fruhwirth, Geiger, Leyn, Osby, and Vera.

**MOTION APPROVED.**

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

The Board entered into Closed Session at 9:50 am.

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

The Board returned from Closed Session at 10:19 am and Counsel Moore took roll call and acknowledged a quorum was present and stated the Brown Act does not require a report.

**XII. ADJOURNMENT AND NEXT MEETING:**

Alternate Chair Vera called for a motion to adjourn; the Board meeting adjourned at 10:21 a.m., and the next meeting will be held on Thursday, April 1, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

## Executive Summary

April 1, 2021

### LTE Update

- PSBN Round 2 – The month of March 2021 has been focused on site acceptance of the remaining five (5) sites for the first group of twenty (20) builds. The Authority met with FirstNet/ AT&T on February 25, 2021 to discuss what both parties recognized as a lack of progress from last month. Since that time there has been a sharp increase in productivity for the project contributors responsible for reviewing close out information. At this time 19 of the first 20 sites have been accepted by FirstNet/ AT&T. The remaining site simply requires a photograph of the completed work to resolve one open punch list item and will be completed by April 1, 2021. For Sites 1-20, there were no recordable injuries, labor compliance violations, nor environmental findings on the build-out. Regarding Sites 21-26, LA-RICS has completed both POLA1 and POLA2 installations and we are currently resolving small punch list items between FirstNet/ AT&T representatives and the LA-RICS contractor that built both projects. LA-RICS plans to have resolution on the punch list items by March 26, 2021. In addition, the Automatic Transfer Switches (ATS) for POLA1 and POLA2 have been ordered and will be installed in April 2021 which will allow for electrical final inspection to pass and each site to be energized. MML2 has all of its scope completed now that the soils management issues have been resolved at the site. The power for both the LMR and LTE2 installations at MML2 will be discussed with the US Forest Service Supervisor on Thursday, March 25, 2021. POM2 is currently under construction and has made significant progress towards completion which is planned in April 2021. MNTBLPD is completed with its base scope work, however, the roll-up door has not yet been installed since the parts necessary were on back order. The LA-RICS contractor anticipates that the work will be completed in April 2021. Lastly, POLB1 cannot yet start construction since the negotiation between the Port of Long Beach and AT&T FirstNet is not yet complete. Close out materials for the five sites constructed are assembled, some of which are already under review by FirstNet/ AT&T for acceptance. LA-RICS and its contractors are poised to bolster FirstNet/AT&T coverage in the region with the delivery of twenty-six (26) public safety grade LTE sites in 2021.

### LMR Update

- Building Permit(s) SPH, TOPRELAY and SPN must be submitted to plan check and are all that remain for the build-out of the LMR network. Total site count remains at fifty-eight (58) sites for the LA-RICS LMR network.
- The May 12, 2020, Integrated Master Schedule (IMS) had indicated that all Phase 2 work would be completed in 2021, and all Phase 4 work would be completed by March 28, 2022; however, in the month of June 2020, MSI made unauthorized changes to the IMS pushing the schedule into 2023. The Authority had spent the remainder of June, July, and August of 2020 focusing on the origin of the unauthorized extension. In October 2020, MSI indicated they added time to the Program due to underestimating work durations previously. The MSI and LA-RICS Teams met continually to work on assuring correct logic ties were in place and that all forecasted dates were appropriate as well as accounting for the items causing delays. The teams agreed that the



December 1, 2020, data date schedule was acceptable, and it yielded system acceptance on August 31, 2022. On December 28, 2020, MSI indicated that it was no longer comfortable with the accepted schedule and also indicated it would not start specific sites as previously planned and undertake “partial demobilization.” MSI then did an “Information Only” IMS submission for January 12, 2021. In February, MSI claimed that it never halted construction, but did not start actual construction at some of the sites identified in the December 28, 2020, letter until March of 2021, costing months in time loss on the system acceptance milestone date. The critical path sites are now the Catalina Island sites where MSI missed its opportunity to complete ground disturbing work prior to Fox Popping Season, which will force all major infrastructure efforts to start June 30, 2021, at earliest. In February and March 2021, MSI submitted more “Information Only” IMS submittals that indicated the system acceptance milestone of February 2, 2023. The IMS submittals were rejected by the Authority and formal correspondence further detailing the need to work from an accepted IMS as well as the need to recover lost time was sent to MSI. MSI has also requested an extension to complete several of the UASI 18 Phase 2 tasks, due to incomplete electrical utility installations by MSI. The Authority has agreed to seek an adjustment in closeout date with the grantor, but has not excused MSI's untimely Phase 2 work performance.

- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

- |   |   |
|---|---|
| 1. APC – Airport Courthouse                     | 29. CRN – Cerro Negro                       |
| 2. BMT – Bald Mountain                          | 30. POM – Pomona Courthouse                 |
| 3. CCB – Compton Court                          | 31. DPW038 – Water Works Substation         |
| 4. CCT – Foltz Court                            | 038   |
| 5. CLM – Claremont                              | 32. UCLA – Factor Building                  |
| 6. FCCF – Fire Command and Control              | 33. Del Valle Training Center               |
| 7. HPK – Hauser Peak                            | 34. RHT – Rolling Hills Transmit            |
| 8. LAN – Lancaster Sherriff Station             | 35. GMT – Grass Mountain                    |
| 9. LADWP243 – Junction of I-5 and CA-14         | 36. JPK2 – Johnstone Peak 2                 |
| 10. LASDTEM – Temple City Sheriff               | 37. PRG – Portal Ridge                      |
| 11. LA-RICS HQ, - Monterey Park                 | 38. WMP – Whitaker Middle Peak              |
| 12. MLM – Mira Loma Detention Center            | 39. WTR – Whitaker Ridge                    |
| 13. MMC – Palmdale – Sierra Pelona Mountain Way | 40. LPC – Loop Canyon                       |
| 14. MVS – Monte Vista Star Center               | 41. MML – Magic Mountain Link               |
| 15. ONK – Oat Nike                              | 42. PMT – Pine Mountain                     |
| 16. PHN – Puente Hills                          | 43. MDI – Mount Disappointment              |
| 17. PLM – Palmdale Sheriff                      | 44. FRP – Frost Peak                        |
| 18. SDW – San Dimas Water Tank                  | 45. TOP – Topanga Peak                      |
| 19. TPK – Tejon peak                            | 46. UNIV – Universal                        |
| 20. VPK – Verdugo Peak – Glendale               | 47. MTL2 – Mount Lukens                     |
| 21. SGH – Signal Hill                           | 48. GRM – Green Mountain                    |
| 22. MIR – Mirador                               | 49. BJM – Black Jack Mountain               |
| 23. BKK - West Covina                           | 50. TWR – Tower Peak                        |
| 24. OAT – Nike                                  | 51. RPVT – Ranchos Palos Verdes Golf Course |
| 25. AGH – Agoura Hills                          | 52. BUR1 – Burnt Peak                       |
| 26. INDWT – Industry Water Tank                 | 53. DPK – Dankin Peak                       |
| 27. BHS – Baldwin Hills                         | 54. APC – Airport Courthouse                |
| 28. RIH – Rio Hondo                             | 55. BMT – Bald Mountain                     |

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 32,164,125	\$-	5/31/21
UASI 19	\$35,000,000	\$34,157,288	\$ 1,807,080	\$842,712	5/31/22
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0*	9/30/20

\*\$0 Balance remaining to NTP on activities approved through Special Award Condition Amendment No. 30.

LA-RICS



# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

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

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

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

### *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

### *Authority:*

Los Angeles Regional Interoperable  
Communications System

### *Management:*

LA-RICS Project Team

### *Consultant:*

Jacobs Program Management Company

### *Communications Vendor:*

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



**Monthly Report No. 107**

**For March 2021**

**Submitted March 26, 2021**

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**AGENDA ITEM C**

## LTE UPDATES

- No new activity

### Operations/Governance

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

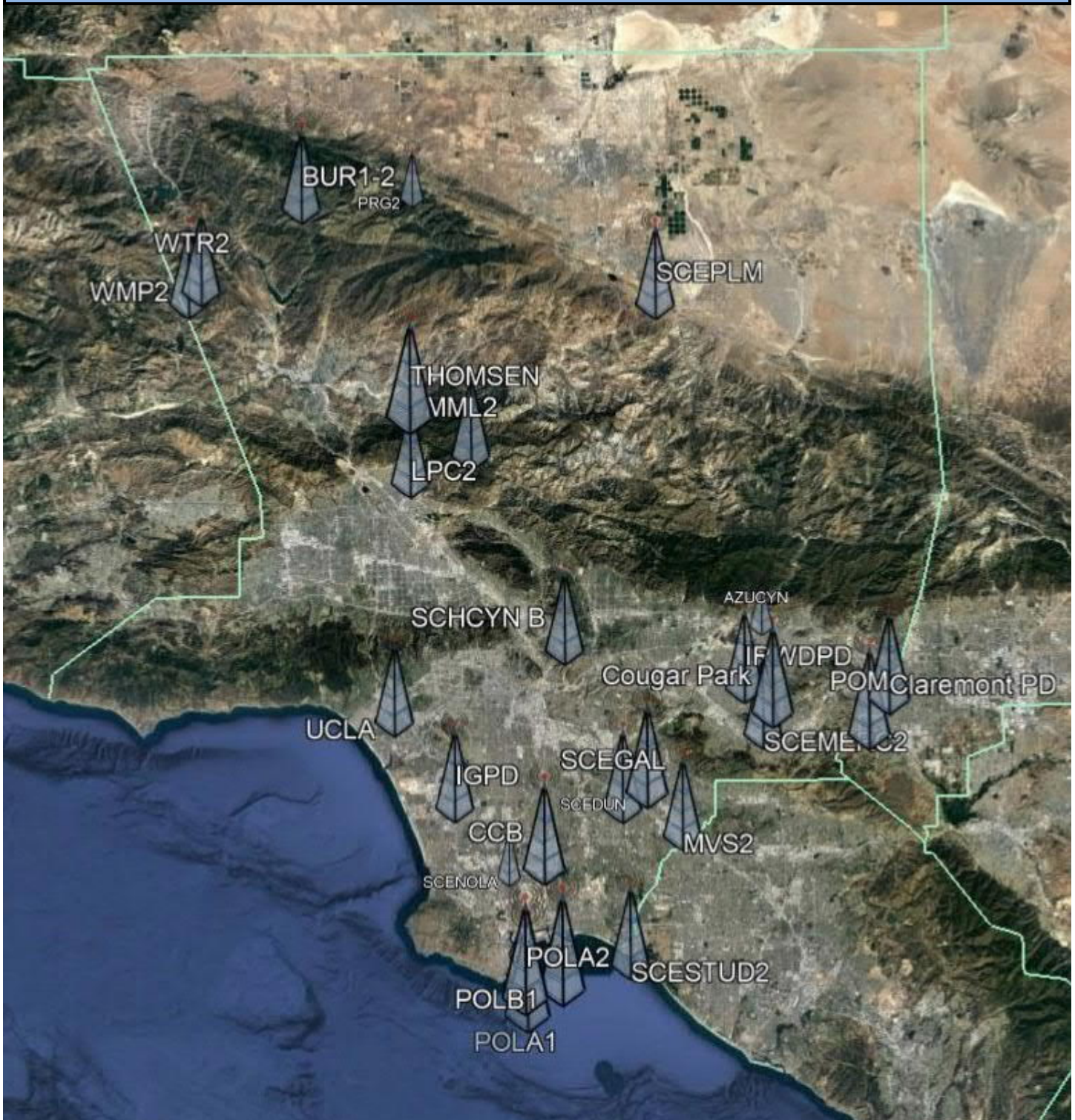
### Special Events

- No new activity.

### LTE Round 2 Updates

- Twenty (20) sites are substantially completed. The LA-RICS Authority successfully closed out its BTOP grant with NTIA. FirstNet/ AT&T has not accepted 19 of the 20 sites from the first installment group.
  - There are no safety issues to report on in this period.
- Work on sites twenty-one (21) through twenty-six (26) is continuing under a revised agreement with FirstNet/ AT&T.
  - Construction Status:
    - Substantially Completed Site(s): MML2,MTBLPD POLA1 and POLA2.
    - Construction Started February 1<sup>st</sup> at POM2 and will be completed in April 2021.
    - The City of Long Beach and FirstNet AT&T continue negotiations to finalize the Site Access Agreement for the POLB1 Site and therefore the site has not begun construction.

## LTE2 SITE MAP





# LMR UPDATES

## General Comment:

- Monthly Report #91 issued by MSI contains numerous inaccurate or false statements and/or misleading statements regarding acceptance of the current master schedule, notices of constructive delays, lease agreements, zoning approvals, power, and agency cutovers. Further, MSI continues to refuse to accept any edits to their report to correct these issues. Due to these significant problems, we will not be publishing the MSI report.

## Environmental Update

- Jacobs continued full-time MMRP monitoring effort terminated by Motorola without notice in December 2020. Motorola appears to be improving their ability to forecast work, although they still make changes occasionally with less than 24 hours, and often with less than 48 hours' notice. Motorola received formal correspondence from LA-RICS demanding that MSI discontinue late cancelations, no shows, and early dismissal of work so that site monitors are not wasting resources and so that work proceeds on a continual basis.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,463 persons as of February 8, 2021.
- The Project Team has continued to support development of and review of MSI's coastal development permitting documents and pre-con plans and checklists for sites going into construction. In this period the California Coastal Commission approved the projects that were previously appealed LACF072 and SPN.
- One new NOD was filed for actions taken during the March Board meeting.

## Permitting Support

- DPW staff have been consistently engaged to provide just-in-time support for plan check activities, with a weekly dashboard being communicated between the Authority and DPW management. This system was stood up by the Authority to provide as much support as possible to a Motorola Team that has consistently struggled over the course of the Program with its Phase 1. Design responsibilities. The cooperation from LA County DPW plan reviewers particularly, has proven to reduce the drawing review cycle time overall between MSI and permitting authorities. There are only (3) sites remaining that must be permitted SPN, TOPRELAY, and SPH. SPH was submitted to plan check in this period. SPN has not yet been submitted to plan check since the Authority is considering the use of an alternate site containing existing infrastructure. The Authority views the use of the existing communications compound as a cost savings and potentially a time savings effort over the build-out of the SPN site as currently designed. In addition, the project team has discussed with Southern California Edison's assigned Project Manager, the use of unit numbers from this point forward to assist in having meter addresses assigned with more ease. In addition, MSI has agreed to install upfront power on 9 of the remaining 12 builds and as one of many resulting benefits the meter address can be issued earlier in the Ph.2 build-out and should not cause delay in power activation.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31st, 2019. All 12 of the sites in the ANF subject to an LA-RICS Special Use Permit (SUP) have now been permitted by the USFS. Access to FRP is now closed for Mountain High's winter ski season effective November 7 2020 and not expected to re-open prior to April 1 2021.

## Site/Civil

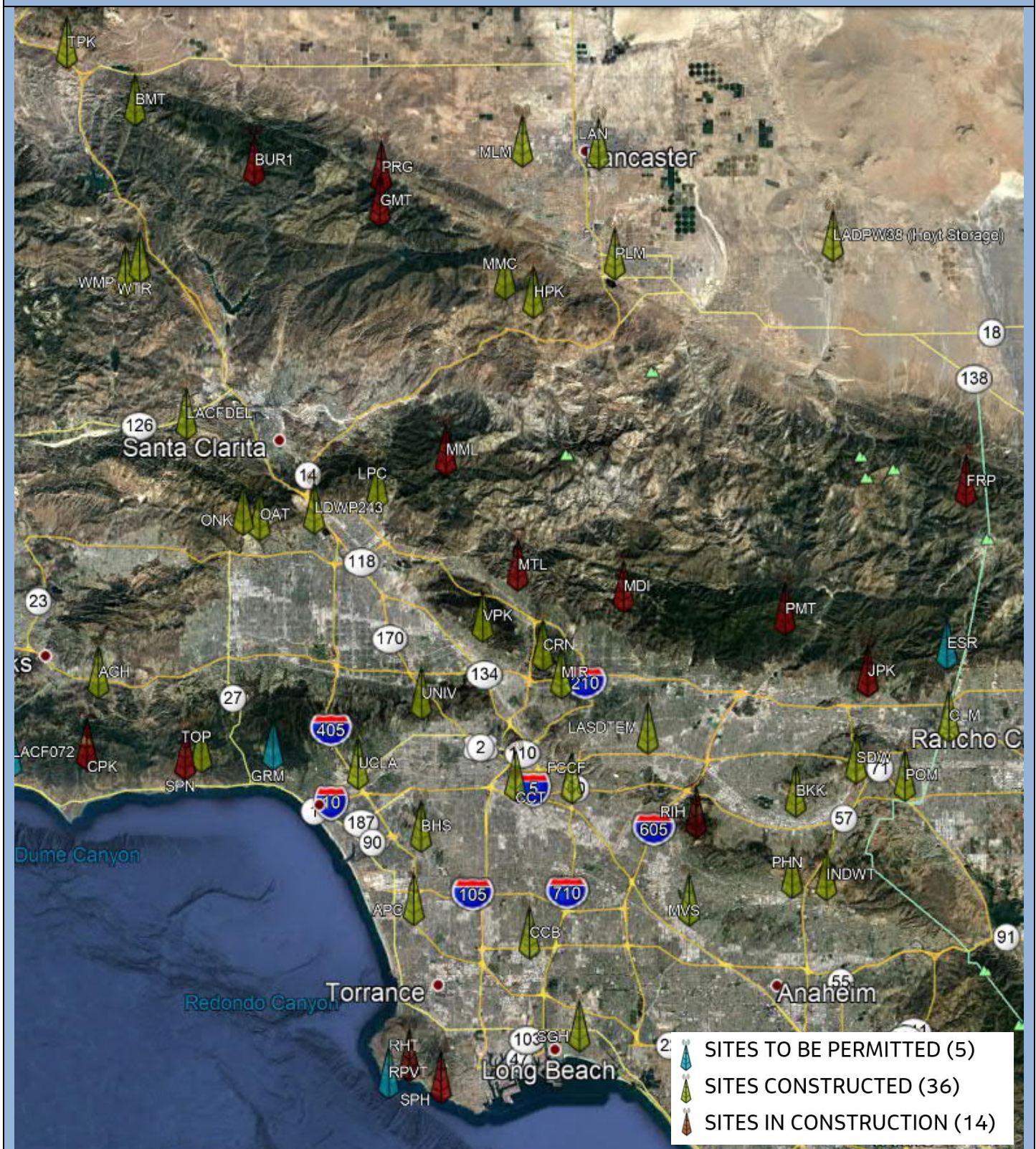
- On December 28<sup>th</sup>, 2020 Motorola made a unilateral decision (in violation of the Agreement) to refuse to perform work at twelve sites (12). The Motorola Project Director described the action as a "partial demobilization" although none of the twelve (12) sites had started construction, which confused what Motorola was attempting to communicate. After several meetings and additional correspondence and the issuance of a Notice of Default and Demand to Cure letter Motorola stated that they would continue to complete all sites which they had already began construction on and planned to complete all the work slated for completion under the UASI 18 spending plan. However, Motorola remains in default, and Motorola's bonding Company, Liberty Mutual, is evaluating this issue. Further, Motorola has indicated that the 12/1/2020 IMS, which had a system acceptance date of 8/31/2022, was no longer attainable without providing any explanation as to why. In addition, MSI has argued to the LA-RICS Project Team that the 12/1/2020DD IMS was never mutually agreed, nor was a WAC submitted for its' acceptance by the Authority. Thus, MSI concludes that the 12/1/2020 IMS was not agreed to, despite its submission to the Authority on 12/9/2020. Per MSI Monthly Report No. 91, MSI has stated that the accepted IMS is the document sent to the Authority on 9/6/2019 and accepted in December of 2019 after many exchanges with MSI, IMS data date 8/31/2019. However, despite its indication in Report No. 91 that the December 2019 IMS was accepted, MSI has also stated in numerous emails and letters that it is not contractually bound by any schedule. This ultimately caused the Authority to send MSI and second Notice of Default and Demand to Cure for MSI's continuing failure to comply with the contract schedule requirements, which are a key to the timely completion of this project. Further, although since last month's report MSI has performed a pre-construction meeting at GRM, MSI has largely still failed to commence work at any of the sites from which it demobilized in December 2020.
- Except for the 12 sites that MSI demobilized from, the LMR program continues to make some progress in Phases 1 through 4a for the other remaining sites. The work associated with Ph.2 and Ph.4a is primarily focused on those sites which are planned to be completed under UASI 18's spending plan. The Authority has met with MSI several times during the open grant period specifically to question MSI about its plans to complete the work and to discuss any obstacles the contractor is facing that it may need assistance from the Authority. During this period MSI indicated that it will need an extension of the grant closure period in order to complete its work. The majority of the issues pertain to timely electrical utility activation, of which MSI is responsible for causing Southern California Edison's work to become a critical path activity at several of the 14 sites being added to the network under UASI 18. MSI has agreed to install power as one of the first activities on the remaining sites so as not to repeat the same mistake that has caused delay. The Authority has communicated this extension request to CalOES and FEMA. Regarding Phase 2 Close out Manuals, the Authority did receive the correct quantity of close out books required for the grant close-out period, however the books contained several errors and omissions and were all returned to MSI for correction and re-submittal. In addition, MSI has flagged CPK, MML, and MDI as particularly challenging to complete on time. MSI's Program Director indicated on a 2/25/2021 call to discuss the grant close out, that 'MSI will do the best it can to complete the work and whatever doesn't get done, won't be done on time.' The MSI leadership did not indicate that it would make efforts to accelerate work, however the newly appointed MSI Construction Manager and Project Manager did indicate that at CPK some efforts will be made to compress work timeframes based on MSI estimates for completion, which have been provided to the Authority on a weekly basis following meetings. The LA-RICS team will continue to work with the Grantor to finalize the request for extension. In the interim, the MSI team was sternly admonished for its untimely performance to date. MSI construction representatives indicated on the 2/25/2021 call that they had not discussed working over-time with their subcontractors, but instead offered a "4-10's" schedule giving workers at CPK Friday's off. The lack of urgency to complete the work at CPK has been compounded by slow drilling, (using a smaller drill than necessary to keep schedule). The CPK site was the center of much discussion in the month of March and referenced in formal communications to MSI regarding poor performance.
- The above-mentioned Closeout Books for Phase 2 are currently being processed and reviewed, with Staff working diligently to complete reviews of the MSI-submitted documentation. In fact, the LA-RICS project team reviewed and returned twenty-two (22) close-out book submittals in just under two weeks, which is vastly faster than the allowable review duration for the Authority, per contract. The review of the submissions is a considerable task, requiring that the Authority review each document submitted in the overall document to confirm MSI's assertion that the documents are sufficient to comply with the Closeout Book requirements. Despite having been approved by Motorola's Quality Assurance process and subsequently having been submitted to the Authority, there are still numerous comments and missing materials in each Book that was submitted.

## **AGENDA ITEM C**

- There have been several exchanges between MSI and LA-RICS in this period to address constructive change notices. MSI continues to struggle to meet the basic requirements of a change notification as required under the LMR Agreement, i.e. detailing what impact the alleged change will have on the project schedule and, or the completion date of the Program, nor have costs provided in some instances. The Authority has repeatedly notified MSI in formal correspondence of the need to provide change notifications that meet the minimum standards defined in the Agreement Section 2.3.9. The Authority remains concerned that the distribution of Ph.2 work is not being spread over a large enough pool of contractors to perform the work, since the Authority's field observers have noted that 3<sup>rd</sup> tier contractors seemed stretched thin and are undermanned trying to service the multiple sites that each firm is assigned. Motorola has allowed their sub-contractor Pyramid Network Services (PNS) to make all contracting decisions and expressed in March that they are pleased with the performance of PNS. Motorola is currently active at several sites for Ph.2 scope, such as : BUR1, MDI, MML, WMP, WTR, PMT and CPK. The Authority has observed and pointed out to MSI that the number of sites optimized falls well below the number of sites available to perform the work. Motorola has responded in meetings that there are not enough site technicians (ST's) available to perform at a higher level.
- All SAA's are now completed and have been transmitted to MSI. As an overarching broad point, it is worth noting that lease agreements for the LMR Program up until this point have been secured in advance of the date needed for MSI to access the sites for construction in all instances. ESR was identified as a "partial demobilization" site in the 12/28/2020 letter from MSI and the NTP to purchase the Ph. 3 equipment was issued in this period after reaching an understanding with MSI that they are committed to building the site, despite the prior notification on 12/28/2020.
- Fifty-seven (57) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPTV, SDW, SGH, TOPex, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR) and fifty five (55) of the sixty (60) sites have permits issued to date. MSI has elected to split permits at several project sites in the program for various reasons. An example of splitting the Ph. 2 scope into multiple permits is at RHT, where there is a "civil work" building permit issued, but the antenna support structure scope is an entirely separate permit, and the electrical distribution scope is also a separate permit. The two sites remaining to enter the Building Permit process are SPN, and TOPRELAY and are all expected to enter the permit process before the end of April 2021. LA-RICS and Motorola confirmed in this period that DPK, and PMT "Solar" portion of work requiring field listing from United Listing (UL) were permitted.
- In the month of March 2021, Motorola and the Authority acknowledge that thirty-two (32) sites have normal power on, seven (7) sites have not yet been attempted and sixteen (16) are under construction, or are substantially completed, but without power currently. Of the sixteen (16) sites, five (5) have been inspected and meter released and are in the Southern California Edison SCE queue for meter installation and the remaining nine (9) have not yet been inspected to trigger a meter release. Despite having many of the sites energized today, Motorola has not yet optimized all the sites where normal power is on. MSI could have been even farther along in the Program and tracking better against the IMS regarding the 'power on' schedule activity if the Ph.2 contractor had they employed a common construction practice; to sequence work such that underground utilities are installed first allowing the contractor to obtain "green tag" as one of the primary first objectives early in the program. Instead, Motorola and its Ph.2 contractor PNS have continued to struggle to timely achieve electrical meter sets. SCE, who is the utility provider for most of the sites, has been impacted by MSI's struggle to timely achieve electrical meter sets that results in "meter release" forms once inspections are passed and the documents sent to SCE office. In addition, since MSI has been notified to provide labor loaded schedules, yet has refused to do so, the manpower planned to perform optimization is not known and therefore may be undermanned as an explanation for not tracking with scheduled dates. MSI committed to providing labor loaded schedules for (3) sites FRP, TWR and DPK on 3/25/2021 but did not do so.
- Frequency usage and narrow-banding remain focal items for the LMR Program and has been tracked as making progress throughout the month of March. Los Angeles County Sheriff and ISD work to complete narrow-banding. MSI and the Authority meet regularly to discuss the progress. In November 2020 the Teams were able to mutually agree to defer testing of certain sites, LACF072, SPN, and TOPRELAY, which at the time were all the subject of additional reviews by the California Coastal Commission before the sites can be constructed. However, now that the approvals have been granted for LACF072 and SPN the Teams should endeavor to re-explore the plan to include those sites in testing, while TOPRELAY has not yet been submitted for California Coastal Commission review. It is worth noting that a portion of the TOP site was exempted by Los Angeles County Department of Regional Planning since the new monopole proposed would replace an old existing monopole that was no longer in use, in addition the proposed installation met all other requirements for exemption. The RF transmission equipment for the site and the shelter to house the radios was determined to require a coastal development plan and was not exempted from all the reviews that coastal development plans are subject to. MSI is planning to submit the final version of the site design and the application to the Department of Regional planning in February 2021 but has not delivered the final piece needed, (Biota Report) in March of 2021. Therefore, MSI is tracking behind on Ph.1 efforts for this site. The work sequencing to remove testing from certain sites was captured in the December 1<sup>st</sup> data date Integrated Master Schedule accepted by the Authority and on 12/28/2020 rejected by MSI. On December 21<sup>st</sup> 2020 that the T-band repeal legislation was passed by Congress and signed by the President on December 27<sup>th</sup>. Outreach to Signal Hill PD and Covina PD has been conducted based on discussions at the JPA Board meeting in August 2020, with over half of Signal Hill PD's vehicles being reprogrammed to operate on LA-RICS. Potential new requirements for Covina are being vetted to ensure seamless operation on LA-RICS LMR System. System interference on Ch. 16 is still being investigated by the Sheriff's Department and ISD along with the technical liaisons from LA-RICS. The coordination between LASD and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly.
- Regarding schedule, MSI identified in Monthly Report No. 85 that the cut-over durations have been an area of focus in the schedule. The Authority and MSI have worked to come to an agreement on the cutover duration in the new master schedule, and the December 1, 2020 IMS would be the new approved schedule by the Authority. However, as mention previously MSI does not recognize the 12/1/2020DD IMS as "accepted." In January MSI submitted an update with a 1/12/2021 data date "information only" that had a program system acceptance date of December 28<sup>th</sup>, 2022. In February MSI submitted The IMS with Data Date 2/9/2021 "for approval" its finish date is February 2<sup>nd</sup>, 2023. Similarly, in March MSI submitted an IMS as "information only" with the same finish date in February of 2023 and it too was rejected by the Authority. The MSI Team has not re-approached the Authority with any additional suggestions to reduce the Program time other than its suggestion in January 2021 to delete certain coverage testing, which was not accepted by the Authority. At this time there is not a mutually agreed IMS and MSI has been notified to comply with this contract requirement and submit an IMS for approval that has an agreeable system acceptance milestone date.
- The LMR Site Map shows the status of sites as of March 2021 with the four sites listed above still in blue as they have not actually broken ground yet, (The three Catalina sites that have not yet broken ground are not displayed on this map).



## LMR SITE MAP



## AGENDA ITEM C



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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<http://www.la-rics.org>

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

A handwritten signature in blue ink, appearing to read 'Scott Edson', is placed to the right of the 'From:' line.

**PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE**

The purpose of this discussion item is to provide an update on the Public Safety Broadband Network (PSBN) Round 2 deployment.

CO:TP:pdd

Attachment

## LA-RICS PSBN SITE DEPLOYMENT

Week of 03/29/2021

Site ID	Type	GC	Power	City Planning	MISC Permit HDP / CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	Complete	NA	NA	5/21/2020	Complete	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	4/9/2021	Substantially Complete. Ground Ring work to commence week of 3/21. AT&T to conduct standard Punch Activities. Scheduling week of 3/29 or 4/5.
MNTBLPD	Pole	Diversified	Complete	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	3/31/2021	Substantially Complete. AT&T Requested Tower Photos, which were sent and under review for final for AT&T to complete close out.
POLA1	Best	Jitney	Complete	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	4/9/2021	Substantially Complete. LA-RICS working with GC on AT&T Punch Corrections to complete close out.
POLA2	Best	Jitney	Fenix	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/14/2021	4/28/2021	Site is Substantially Complete with exception to replace ATS and Fuse. Replacement equipment has a 3 week delivery date.
POLB1	Pole	Motive	Submeter - Design	8/20/2020	Complete	9/18/2020	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	CX awaiting AT&T Lease negotiation approved.
POM2	Roof	Motive	Complete	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	4/14/2021	4/23/2021	4/30/2021	Awaiting JCC Roof Pad changes approval. JCC submitted for review 3/15 and indicates they require 2-3 weeks to approve and allow restart of CX.

Legend	
	Completed
	Forecasted - Schedule
	Delayed Timeline

Tower Type	Qty
Colo	1
Pole	4
Roof	1





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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

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

The purpose of this discussion item is to update your Board on the frequency interference as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

CO:TP:pdd

**AGENDA ITEM G**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### **UPDATE ON COASTAL DEVELOPMENT PERMIT PROCESS FOR FIVE LAND MOBILE RADIO SYSTEM SITES**

The purpose of this discussion item is to provide an update on the five (5) Land Mobile Radio (LMR) sites in process for securing Coastal Development Permits (CDP).

The two (2) sites subject to the Santa Monica Mountains Local Implementation Plan (LIP), Los Angeles County Fire Department 72 (LACoFD072) and Saddle Peak (SPN), were approved by the Regional Planning Commission (RPC) at its meeting of September 16, 2020. Non-applicant appeals were received by the Board of Supervisor's (BOS) Executive Office on the appeal period end date of September 29, 2020.

The Board of Supervisors upheld RPC's approval of sites LACoFD072 and SPN at its public hearing on November 24, 2020; with final approval from the BOS on February 9, 2021. With the appeals formally denied, the Department of Regional Planning's (DRP) 'Final Notice Letter' to the California Coastal Commission (CCC) for both sites arrived at the CCC office on February 26, 2021, triggering the commencement of the required second appeal period the following business day. This secondary appeal period closed on March 12, 2021, with no appeals filed. Staff are coordinating with the land owners, DRP and the Registrar Recorder's office for final administrative steps leading to issuance of the CDPs for both sites.

The three (3) sites subject to the Santa Catalina Island LIP, Black Jack Mountain (BJM), Dakin Peak (DPK) and Tower Peak (TWR), were approved by the RPC at its meeting of September 23, 2020. Coastal Development Permits for all three sites were received on December 17, 2020. Subsequently, Motorola's adjustment to the construction access path required an amendment to each CDP which the Department of Regional Planning processed via the administrative process known as a "Revised Exhibit A." The Revised Exhibit A for Dakin Peak was issued on February 12, 2021, Black Jack Mountain and Tower Peak were both issued on February 16, 2021, bringing completion to all CDP items on Santa Catalina Island.

TR:pdd

**AGENDA ITEM H**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

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
<b><i>NSA Government Affairs Committee Monthly Meetings</i></b>	February 8 and 18, 2021
<b><i>Project Responder Workshops</i></b>	February 9 through 11, 2021
<b><i>Meeting with representatives from Catalina Island Conservancy</i></b>	February 12, 2021
<b><i>FCC Commissioner Webinar</i></b>	February 22, 2021
<b><i>California Governor's Office of Emergency Services (CalOES)</i></b>	February 25, 2021
<b><i>U.S. Army Corps of Engineers needs assessment and interoperability discussion</i></b>	March 9, 2021
<b><i>Inglewood Police Department Meeting re: 2022 Super Bowl Planning</i></b>	March 9, 2021
<b><i>Spectrum Management County Leaders Call</i></b>	March 12, 2021
<b><i>Emergency Communications Preparedness Center (ECPC) Advanced Technologies Working Group (ATWG) Meeting</i></b>	March 17, 2021
<b><i>IACP Communication &amp; Technology Committee Meeting</i></b>	March 17, 2021
<b><i>Orchard Dale Water District meeting re: radio system coverage and augmentation possibilities</i></b>	March 17, 2021
<b><i>L.A. County District Attorney Investigators Radio Code Plug completion</i></b>	March 18, 2021

**AGENDA ITEM I**

<b><i>Meetings with representatives from AT&amp;T</i></b>	March 3, 10, 17 and 24, 2021
<b><i>AT&amp;T Meeting &amp; Greet / Introduction of Board Chair Alternate</i></b>	March 24, 2021
<b><i>United States Forest Service Meeting</i></b>	March 25, 2021
<b><i>NSA Government Affairs Monthly Call</i></b>	March 25, 2021

Meetings continued in the month of March with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications and Site Leases, Assignment and Assumption Agreements and Amendments, Network Coverage Review and quarterly progress review as well as introduction of LA-RICS new Alternate Chair.

Executive Director Edson attended virtually the International Public Safety Association (IPSA) Board Meeting, the National Sheriff's Association (NSA) Government Affairs Monthly Meeting, the International Association of Chiefs of Police (IACP) Communication, Technology Committee Meeting.

Lastly, the Executive Director and members of the LA-RICS Team met with United States Forest Service Supervisor and staff to discuss power design issues at the land mobile radio sites.



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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

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

Dear Directors:

### **APPROVE ENTERING INTO A LAND MOBILE RADIO SYSTEM EARLY ONBOARDING MEMORANDUM OF UNDERSTANDING WITH INGLEWOOD POLICE DEPARTMENT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute a Land Mobile Radio System Early Onboarding Memorandum of Understanding (MOU) with the Inglewood Police Department to allow for the early operational usage of LA-RICS' network and cores. The MOU is the same as previously approved on April 13, 2019, by your Board for use in these situations pursuant to LA-RICS Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy. Since this is the first Early Onboarding MOU the Authority is entering into, for transparency, we are presenting it to your Board.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Authorize the LA-RICS Authority to enter into a Land Mobile Radio (LMR) System Early Onboarding Memorandum of Understanding (MOU) with the Inglewood Police Department (IGPD) (Enclosure).
2. Delegate authority to the Executive Director to execute an LMR System Early Onboarding MOU with the IGPD, substantially similar in form to the MOU template in the Enclosure, to allow IGPD early operational usage of LA-RICS network and cores.

3. Delegate authority to the Executive Director to approve and execute amendments to the exhibits of the LMR System Early Onboarding MOU, as needed for changes provided that any such amendments are approved as to form by Counsel to the Authority, and as permitted by LA-RICS Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy.

### **BACKGROUND**

On April 3, 2019, your Board approved the implementation of Policy No. 023-2018, the LA-RICS LMR System Early Onboarding Policy, and the corresponding LA-RICS Land Mobile Radio System Early Onboarding Memorandum of Understanding (MOU) to allow member agencies and users to onboard onto the LMR System for early operational usage prior to Final LMR System Acceptance. In addition to allowing early access to utilize the LMR network, the MOU stipulates that, among other things, agencies must maintain and have available backup and/or supplemental communications system to automatically revert to in the event of any scheduled or unscheduled downtime on the LMR System. Further, to protect the Authority from potential liability issues that may arise from use of the LMR System prior to Final LMR System Acceptance and given that the use is provided on a gratis basis, the MOU requires agencies to indemnify the Authority for its early use of the LMR System. The MOU may be terminated prior to Final LMR System Acceptance; however, if IGPD elects to continue using the LMR System after Final LMR System Acceptance, then the LMR System Early Onboarding MOU shall expire and IGPD will be required to enter into a new subscription or service use agreement to continue utilizing the LMR System.

On March 16, 2021, the Joint Operations and Technical Committee (Joint Committee) supported IGPD's request to enter into an agreement for early access to LA-RICS network and cores. Additionally, the Joint Committee recommended presenting the agreement between IGPD and the Authority to your Board for approval.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute an LMR System Early Onboarding MOU with the IGPD to allow IGPD to access the LA-RICS LMR network and cores in order to configure its dispatch consoles and test IGPD subscriber equipment. IGPD is desirous of early onboarding to assist them with planning for and deploying federal, state, and local law enforcement resources for events at SoFi Stadium such as the 2022 Super Bowl.

Pursuant to LA-RICS Policy No. 023-2018, the Executive Director shall report back to your Board regarding which agencies have executed an LMR System Early Onboarding MOU with the Authority within the prior month. However, since this is the first Early Onboarding MOU the Authority is entering into, in an abundance of transparency, we are presenting it to your Board.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact as use of the LMR System prior to Final LMR System Acceptance would be provided on a gratis basis until such time as a subscription model/agreement is adopted.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:ms:pdd

D:\MEMORANDUM OF UNDERSTANDING-EARLY ONBOARDING\IGPD Access to LA-RICS Network\Board Letter\_IGPD Access to LA-RICS\_03.23.21v6.docx

Enclosure

cc: Counsel to the Authority



# LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS LMR System Early Onboarding Policy		023-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	04/03/19	---

## 1.0 PURPOSE

To ensure that the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) has a policy in place to allow member agencies and users authorized by the Authority to onboard onto the Land Mobile Radio (LMR) System for early operational usage prior to Final LMR System Acceptance on a gratis basis. Final LMR System Acceptance is achieved when the LMR System Contractor has fully performed, provided, completed, and delivered a functional LMR System that complies with the Testing and Acceptance requirements, Statement of Work criteria, LMR System Specifications, and the Warranty Period pursuant to Agreement No. LA-RICS 007.

## 2.0 POLICY

This LA-RICS LMR System Early Onboarding Policy ensures consistent protocols are in place and formalizes the early operational usage of the LMR System prior to Final LMR System Acceptance, by way of a Memorandum of Understanding (MOU) herein attached as Enclosure 1.

Pursuant to this Policy No. 023-2018, member agencies, subscribers, emergency response and support personnel, communication, operations and technical personnel, State/Local/Federal government representatives, non-governmental organizations (NGOs), and other system users as authorized by the Authority who wish to use the LMR System prior to Final LMR System Acceptance for operational usage will be required to enter into and comply with the terms, conditions, and guidelines set forth in the LMR System Early Onboarding MOU (Enclosure 1), which includes among other things, the adherence to and compliance with the LA-RICS LMR System Standard Operating Procedures pursuant to Policy No. 022-2018.

Upon Final LMR System Acceptance, or another date certain that may be earlier or later than Final LMR System Acceptance, as determined by the Authority to transition agencies to a new user agreement (e.g. subscription plan and/or, subscription agreement, etc.) for continued LMR System use, all LMR System



POLICY TITLE	POLICY NO.
LA-RICS LMR System Early Onboarding Policy	023-2018

Early Onboarding MOUs will expire pursuant to the terms and conditions set forth in the attached MOU.

### 3.0 **DELEGATED AUTHORITY**

The Executive Director has delegated authority to execute in substantially similar form the LMR System Early Onboarding MOUs (Enclosure 1) with agencies interested in onboarding onto the LMR System prior to Final LMR System Acceptance. The Executive Director shall report back monthly to the Board regarding which agencies have executed MOUs with the Authority in the prior month.

The Executive Director will solicit recommendations from the Joint Operations and Technical Committees for updates to the MOU, as may be needed, and return back to the Board for approval of any updated language that materially changes the terms and conditions of the MOU.

This policy further authorizes the Executive Director to approve and execute amendments to the exhibits of the LMR System Early Onboarding MOU (Enclosure 1) to update and revise exhibits to the MOU that do not materially change the MOU, provided that they are approved as to form by Counsel to the Authority.

#### **References:**

- May 22, 2018 – LA-RICS Joint Operations and Technical Committees Action (Agenda Item D)
  - Approve recommendation to the Board for approval and adoption of LA-RICS LMR System Early Onboarding Policy and corresponding MOU.
- April 3, 2019 – LA-RICS JPA Board of Directors Action (Agenda Item H)
  - Approve recommendation to the Board for approval and adoption of LA-RICS LMR System Early Onboarding Policy and corresponding MOU.

**LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING  
MEMORANDUM OF UNDERSTANDING**

**NAME OF AGENCY**

---

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Agency** hereinafter referred to as "**Agency**" and the Los Angeles Interoperable Communications System Authority (LA-RICS), a Joint Powers Authority, hereinafter collectively referred to as the "Authority" (collectively, the "Parties" or individually, a "Party").

**RECITALS**

**WHEREAS**, the Authority entered into Agreement No. LA-RICS 007 on August 15, 2013, with Motorola Solutions, Inc. (Motorola) for the design, construction, and implementation of a Land Mobile Radio (LMR) System.

**WHEREAS**, the Authority has since deployed a portion of the LMR System consisting of Core 1, Core 2, a number of LMR System Sites, and any other LMR sites that may be constructed, launched, and included in the LMR System prior to Final LMR System Acceptance (hereinafter collectively referred to as "Pre-Acceptance LMR System"), for operational usage to the extent coverage is available. Final LMR System Acceptance is achieved when the LMR System Contractor has fully performed, provided, completed, and delivered a functional LMR System that complies with the Testing and Acceptance requirements, Statement of Work criteria, LMR System Specifications, and the Warranty Period pursuant Agreement No. LA-RICS 007.

**WHEREAS**, the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) took certain action on May 17, 2018, to approve the LA-RICS LMR System Standard Operating Procedures (SOP) Policy (Policy No. 022-2018), which may be updated from time to time, and is incorporated herein by this reference, to ensure consistent protocols are in place and formalizes the operational guidelines, technological specifications, and technological requirements including cybersecurity, for use of the LMR System by member agencies, subscribers, emergency response and support personnel, communications operational and technical personnel, State/Local/Federal government representatives, non-governmental organizations (NGOs), and other system users as authorized by the Authority.

**WHEREAS**, the LA-RICS JPA Board took certain action on April 3, 2019, to approve the LA-RICS LMR System Early Onboarding Policy (Policy No. 023-2018), which may be updated from time to time, and is incorporated herein by this reference, to ensure consistent protocols are in place and formalizes the operational usage of the LMR System by member agencies, subscribers, emergency response and support personnel, communication, operations and technical personnel, State/Local/Federal government representatives, NGOs, and other system users as authorized by the Authority prior to Final LMR System Acceptance for operational usage purposes.

**WHEREAS**, the Authority has conducted certain Pre-Acceptance LMR System coverage analysis and has determined the **Agency's** area is currently within the Pre-

Acceptance LMR System's coverage footprint such that **Agency** can utilize the Pre-Acceptance LMR System for operational usage prior to Final LMR System Acceptance.

**WHEREAS**, the Authority wishes to enter into this MOU to provide use of its Pre-Acceptance LMR System for operational usage, to the extent available, to its member agencies and other LMR System users as authorized by the Authority, for operational purposes prior to Final LMR System Acceptance on a gratis basis.

**WHEREAS**, **Agency** desires to enter into this MOU to use the Pre-Acceptance LMR System for its operation, to the extent available, for its operational purposes prior to Final LMR System Acceptance on a gratis basis.

**WHEREAS**, **Agency** acknowledges that use of the Pre-Acceptance LMR System prior to Final LMR System Acceptance for operational usage purposes will require **Agency** to maintain either its current, a backup and/or supplemental communications system to ensure **Agency** has access to another communications system in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

**1. INCORPORATION OF RECITALS**

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated fully herein as terms of this MOU.

**2. PURPOSE**

The purpose of this MOU is to allow the Authority to grant **Agency** access for use of the Pre-Acceptance LMR System prior to Final System Acceptance and set forth the terms and conditions of such use.

**3. CONDITIONS OF USE OF PRE-ACCEPTANCE LMR SYSTEM**

- 3.1 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, technical requirements including cybersecurity, pursuant to the LMR System SOP, which may be updated from time to time.
- 3.2 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. The Authority will notify and provide copies to **Agency** of all such policies.
- 3.3 **Agency** enters into this MOU with the understanding and acknowledgment that the Authority has conducted certain Pre-Acceptance LMR System coverage analysis as depicted in Exhibit A (Coverage Map) to this MOU,

and **Agency** has determined such Pre-Acceptance LMR System coverage is acceptable for its operational usage purposes.

- 3.4 **Agency** enters into this MOU with the understanding and acknowledgment that use of the Pre-Acceptance LMR System prior to Final LMR System Acceptance for operational usage requires **Agency** to maintain either its current, a backup and/or supplemental communications system to ensure **Agency** has access to a communications system in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System. By entering into this MOU, **Agency** acknowledges and confirms it has either a current, backup and/or supplemental communications system in place to rely on and automatically revert to in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System.
- 3.5 **Agency** agrees and acknowledges that it will utilize the \_\_\_\_\_ system as its backup/supplemental communications system to rely on and automatically revert to in the event of scheduled and/or unscheduled downtime impacting the Pre-Acceptance LMR System, and confirms that this system is operational and effective for its operational uses.
- 3.6 **Agency** enters into this MOU with the understanding and acknowledgement that in order to use the Pre-Acceptance LMR System, **Agency** will need and use compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz operation, **Agency's** subscriber equipment must be able to operate in P25 Phase 2 (TDMA) mode.
- 3.7 **Agency** enters into this MOU with the understanding and acknowledgment that, except as otherwise provided herein, the **Agency** will be provided twenty-four (24) hour-a-day access to use the Pre-Acceptance LMR System with talk groups mutually agreed upon by all Parties pursuant to Exhibit B (Talk Group Details) of this MOU. Provided Authority resources are available, **Agency's** Radio Equipment may be pre-programmed by the Authority for use on the Pre-Acceptance LMR System, which will include the **Agency's** current radio channels as further defined in Section 4 (Scope of Programming Services). Additional Pre-Acceptance LMR System talk groups may be available upon written request to and approval from, the Authority, after execution of this MOU.
- 3.8 **Agency** enters into this MOU with the understanding and acknowledgment that the Pre-Acceptance LMR System is part of a larger LMR System that is currently in the design, construction, and implementation phases. For this reason, the Pre-Acceptance LMR System may experience scheduled downtimes. In the event the Pre-Acceptance LMR System must be taken down for any reason, the Authority will reasonably notify **Agency** of such

shut down by email notification to the Agency's designee and telephonic notification to the **Agency's** dispatch center.

- 3.9 **Agency** enters into this MOU with the understanding and acknowledgement that the Authority's Pre-Acceptance LMR System may not have the same radio coverage as **Agency's** existing regularly assigned radio channels. **Agency** agrees that it will inform all of its users on the Pre-Acceptance LMR System of this and will adjust its operations accordingly to account for this.
- 3.10 **Agency** enters into this MOU with the understanding and acknowledgement that in the event its users operating on the Pre-Acceptance LMR System need to call for emergency assistance, they shall reach out to the contacts set forth in Exhibit C (Notification Contact List) to this MOU.
- 3.11 **Agency** enters into this MOU with the understanding and acknowledgement that the **Agency** is responsible for training and educating users regarding use of radios on the Pre-Acceptance LMR System, specifically fallback procedures to the **Agency's** current, backup and/or supplemental communications system in the event of a Pre-Acceptance LMR System outage.
- 3.12 **Agency** enters into this MOU with the understanding and acknowledgement that radio conversations conducted on the Pre-Acceptance LMR System may be recorded by the Authority and certain access may be granted to the Agency. However, **Agency** understands and acknowledges that recording of the **Agency's** radio audio is the responsibility of the **Agency**. For additional information regarding recording, please refer to Section 5.13 (Audio Logging Recorders) of the LMR System SOP.

#### **4. SCOPE OF PROGRAMMING SERVICES**

- 4.1 **Agency** may request the Authority, and its staff who are on loan from the County of Los Angeles (County), to the extent that such resources are available, to program (hereinafter referred to as "Programming Services") **Agency's** own public safety radios, subscriber equipment, and/or radio accessories (collectively referred to as "**Agency's** Radio Equipment" or "Radio Equipment") in order to use the Pre-Acceptance LMR System. In the event that **Agency** requests the Authority to provide such Programming Services, the Authority has the right, in its sole discretion, to determine (1) whether it will render such Programming Services and (2) what Radio Equipment will be accepted for Programming Services, with such determinations being made on a case-by-case basis by the Executive Director or his designee.
- 4.2 In the event the Authority will perform Programming Services, Exhibit D (Radio Equipment List) to this MOU shall be completed and shall identify all Radio Equipment that the Parties agree will be serviced.

- 4.3 If the **Agency** finds its Radio Equipment is not functioning properly after being programmed by the Authority, the **Agency** shall immediately remove the Radio Equipment from Service and may elect to return the Radio Equipment to the Authority for additional diagnosis and reprogramming.
- 4.4 In the event that the Authority has loaned **Agency** equipment owned by the Authority (i.e. portable radios, mobile radios, base station radios, radio accessories, collectively "Loaned User Equipment") under a separately executed "Memorandum of Understanding for Use of LA-RICS User Equipment," **Agency** may deliver its Loaned User Equipment to the Authority for programming pursuant to the terms of and conditions of the "Memorandum of Understanding for Use of LA-RICS User Equipment."

## **5. TERM OF MOU**

- 5.1 The term of this MOU shall commence upon execution by both parties and shall expire on the earlier of: (1) upon Final LMR System Acceptance pursuant to Agreement No. LA-RICS 007, unless the term of this MOU is otherwise extended or shortened by the Authority in its sole discretion to transition **Agency** to a new agreement (e.g. subscription plan and/or, subscription agreement, etc.) for continued use of the LMR System following Final LMR System Acceptance; or (2) notice of termination by either Party pursuant to Section 5.2 below. The Authority will notify **Agency** within a reasonable timeframe of the expected termination date of this MOU due to Final LMR System Acceptance, or any timeframes related to the transition of **Agency** to a new agreement, whatever that may be, for continued LMR System use.
- 5.2 Notwithstanding the foregoing, either Party may terminate this MOU at any time for any reason upon giving thirty (30) calendar days prior notice from the effective date of any such termination.

## **6. CONSIDERATION**

This MOU, inclusive of use of the Pre-Acceptance LMR System and rendering of Programming Services, is granted on a gratis basis in furtherance of public safety goals. Consideration for this MOU is the Parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein. In the future, should the Authority require payment for the use of the Pre-Acceptance LMR System, the Authority will notify **Agency** and a new agreement will be executed accordingly as specified in Section 5.1 of this MOU.

## **7. DESIGNATED ADMINISTRATORS**

- 7.1 The authorized **Agency** official specified in this Section 7 (Designated Administrators) is hereby designated as the contact officer for all matters



relating to the **Agency's** performance of its obligations under this MOU. The Authority shall not take direction from any **Agency's** employee or official other than the contact officer (or his/her designee).

- **Agency** Designated Administrator:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

- **Agency** Designated Administrator Designee:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

7.2 The contact officer for all matters relating to the Authority's performance of its obligations under this MOU shall be the Executive Director (or his/her designee) as outlined in this Section 7.2.

- Authority Designated Administrator:

LA-RICS  
Scott Edson, LA-RICS Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
[scott.edson@la-rics.org](mailto:scott.edson@la-rics.org)  
(323) 881-8281

- Authority Designated Administrator Designee:

LA-RICS  
Susy Orellana-Curtiss  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
[susy.orellana-curtiss@la-rics.org](mailto:susy.orellana-curtiss@la-rics.org)  
(323) 881-8292

7.3 In the event of a dispute between the Parties to this MOU as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such deployment, the **Agency** shall be consulted and a mutual determination thereof shall be made by both the **Agency** and the Authority.

- 7.4 The Authority, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

## 8. NOTICES

- 8.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner pursuant to this Section 8 (Notices) and shall be addressed to the individuals set forth in Exhibit C (Notification Contact List), which may be updated from time to time, based on a situational case-by-case basis as further specified in Exhibit C (Notification Contact List).
- 8.2 Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this MOU shall be in writing, unless otherwise specified in Exhibit C (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
  - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
  - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 8.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- 8.4 Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

## **9. INDEMNITY, HOLD HARMLESS, DISCLAIMERS**

- 9.1 **Agency** accepts the Pre-Acceptance LMR System as-is, and assumes all risks, both known or unknown to **Agency**, arising from or connected with this MOU, from use of the Pre-Acceptance LMR System, and from the performance of Programming Services rendered on **Agency** Radio Equipment and/or Loaned Radio Equipment covered by this MOU. **Agency** agrees to defend, indemnify, and hold harmless the Authority, its member agencies, including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with this MOU, from use of the Pre-Acceptance LMR System, and from the performance of Programming Services rendered on Agency Radio Equipment and/or Loaned Radio Equipment covered by this MOU, except for such loss or damage resulting from the willful misconduct of the Authority.
- 9.2 AUTHORITY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR THE PRE-ACCEPTANCE LMR SYSTEM AND PROGRAMMING SERVICES PROVIDED BY THIS MOU.

## **10. INDEPENDENT STATUS**

This MOU is by and between **Agency** and 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 **Agency** and Authority.

## **11. ASSIGNMENT**

This MOU is personal to Authority and the **Agency**, and, in the event the **Agency** shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

## **12. DEFAULT**

Parties agree that if there is any default by either Party of the terms or conditions herein contained, the non-defaulting Party may forthwith revoke and terminate this MOU.

**13. WAIVER**

13.1 Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and MOUs 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 MOU 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 MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either Party from enforcing the full provisions thereof.

13.2 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 MOU shall be cumulative.

**14. INTERPRETATION**

Unless the context of this MOU 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. Further, captions and section headings used in this MOU are for convenience only and are not a part of this MOU and shall not be used in construing this MOU. Finally, this MOU is the product of arm's length negotiation between **Agency** and the Authority, where each Party has had the opportunity to receive advice from independent counsel of its own choosing. This MOU is to be interpreted as if both Parties participated equally in its drafting, and shall not be construed against either Party.

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

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**16. SEVERABILITY**

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**17. FACSIMILE REPRESENTATIONS**

**Agency** and the Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in

appropriate places on the MOU and/or amendments to the MOU, and received via electronic mail transmission or communications facilities, as legally sufficient evidence that such original signatures have been affixed to the MOU and/or any amendments to this MOU, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**18. AMENDMENTS**

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of the Authority and **Agency**.

**19. ENTIRE MOU**

This MOU, Exhibit A (Coverage Map), Exhibit B (Talk Group Details), Exhibit C (Notification Contact List), Exhibit D (Radio Equipment List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both **Agency** and Authority.

(Signature Page – following page)

**IN WITNESS WHEREOF**, Authority has executed this MOU or caused it to be duly executed, and **Agency**, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written above.

**AGENCY**

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City Manager/Authorized Agency Official

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

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Executive Director, Scott Edson



**COVERAGE MAP**

Coverage Map to be completed and attached prior to MOU execution

## **TALKGROUP DETAILS**

Talk Group Details to be negotiated with Agency prior to MOU execution

Parties shall agree on the specific Agency talkgroup details prior to execution of the MOU. Such talkgroup details shall be consistent with the LA-RICS Standard Operating Procedures (SOP) as follows:

1. Talkgroups will be assigned, activated, and deactivated by the Authority based on Agency need and available system resources.
2. As part of this MOU, Agency shall be granted X number of talkgroups for use on the Pre-Acceptance LMR System.
3. Such talkgroups shall adhere to standardized and common naming conventions pursuant to the LMR System SOP.
4. Agencies may only use the talkgroup IDs assigned by Authority staff for use on the Pre-Acceptance LMR System.
5. In the event that Agency requires additional talkgroups beyond those allocated, Agency must submit a written request to the LA-RICS Pre-Acceptance Help Desk set forth in Exhibit C (Notification Contact List). Agencies should provide reasonable justification in the written request for individual talkgroups, along with any requires such as encryption or special functions. The request will be reviewed and Authority staff with work with Agency to provide additional talkgroups if such request is approved.
6. Authority staff will monitor use of the talkgroups allocated to Agency. If a talkgroup has shown no usage in a minim of 180 days, written notification will be sent to the Agency and the talkgroup may be reclaimed.

## **NOTIFICATION CONTACT LIST**

### **1. Pre-Acceptance LMR System Help Desk**

In the event **Agency** requires assistance (none emergency and/or service delivery issue) while using the Pre-Acceptance LMR System during normal business days, Monday through Friday and hours (8 a.m. to 4 p.m.) **Agency** may contact the Pre-Acceptance LMR System Help Desk, in person, by phone and/or email as follows:

LA-RICS Headquarters  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8185  
[LARICS.Service@la-rics.org](mailto:LARICS.Service@la-rics.org)

LA-RICS Headquarters  
Steve Page  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8296  
[steve.page@jacobs.com](mailto:steve.page@jacobs.com)

### **2. Pre-Acceptance LMR System Network Operations Center**

In the event **Agency** requires immediate assistance due to service outage while using the Pre-Acceptance LMR System, **Agency** may contact the Pre-Acceptance LMR System Help Desk by phone and/or email as follows:

LA-RICS Network Operation Center  
1277 N. Eastern Ave.  
Los Angeles, CA 90063  
Telephone Number  
[LARICS.Service@la-rics.org](mailto:LARICS.Service@la-rics.org)

### **3. Service and Emergency Notifications**

In the event the Authority needs to notify the **Agency** of all service and emergency outages regarding the Pre-Acceptance LMR System, the notification shall be directed to the following **Agency** individuals by phone and/or email:

**Agency**  
Individual Name/Title  
Agency Address  
City, State, Zip Code  
Telephone Number  
Email Address

**Agency Designee**  
Individual Name/Title  
Agency Address  
City, State, Zip Code  
Telephone Number  
Email Address

## **RADIO EQUIPMENT LIST**

Radio Equipment List to be completed in the event the Authority will be rendering Programming Services.

<b>Type of Equipment</b> (Ex: Radio, Battery, Battery Charger, etc.)	<b>Asset/Serial Number</b>	<b>Issue(s)</b> (Ex: Diagnose problem, Repair, Program)	<b>Signatures for:</b> <b>Delivered by Agency</b> ----- <b>Accepted by Authority</b>	<b>Signatures for:</b> <b>Returned by Authority</b> ----- <b>Accepted by Agency</b>



**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

April 1, 2021

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

Dear Directors:

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE  
FISCAL YEAR ENDING JUNE 30, 2020 – BCA WATSON RICE LLP**

**SUBJECT**

The purpose of this discussion item is to provide your Board with Financial Statements and Independent Auditor's Report for the year ending June 30, 2020.

**RECOMMENDED ACTION**

It is recommended that your Board receive the auditor's report for the year ending June 30, 2020 (enclosed).

Respectfully submitted,

SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

**AGENDA ITEM K**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

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**FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITOR'S REPORT**

**For the Year ended June 30,2020**



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2355 Crenshaw Blvd. Suite 150 Torrance, CA 90501  
t: (310) 792-4640 f: (310) 792-4140

**AGENDA ITEM K - ENCLOSURE**



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT  
FOR THE YEAR ENDED JUNE 30, 2020**

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**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT  
FOR THE YEAR ENDED JUNE 30, 2020**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2020, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

### *Management's Responsibility for the Financial Statements*

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the Authority as of June 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) (pages 4 through 7) and the Required Supplementary Information (page 22) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2021 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California  
February 26, 2021

# **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) For the Year Ended June 30, 2020**

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The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2020. Please read it in conjunction with the accompanying basic financial statements, footnotes and supplementary information.

### **Financial Highlights**

- During the current year, the Authority's assets totaled \$163,012,211. Cash and Investments deposited in the County Treasury Pool totaled \$2,447,656.
- Program revenues totaled \$56,949,331 and mainly consisted of federal grants in the amount of \$42,472,348, communication services of \$866,155, local match grant contributions in the amount of \$7,611,923, and contribution from other governmental agencies of \$5,991,418.
- The Authority has a cash operating loan balance totaling \$18,141,685 from the County of Los Angeles for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2020, the Authority had \$125,415,342 in Capital Assets consisting of telecommunication equipment under construction valued at \$124,318,218, telecommunications equipment valued at \$1,040,855, and office furniture valued at \$56,269.

### **Overview of Financial Statements**

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

### **Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2020**

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reported in these statements for some items that affect cash flows in future periods, i.e. accrued but unpaid contract and professional fees.

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2019-2020 are reported under this category.

Business-type Activities – The Authority has no business-type activities during fiscal year 2019-2020.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2019-2020.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

Financial Statement Analysis

During fiscal year 2019-2020, operating revenues increased by \$31.0 million and operating expenditures increased by \$31.8 million. Federal grant revenue increased by \$18.0 million, contributions from local governments increased by \$5.9 million and local match increased by \$7 million.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2020**

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**Capital Assets**

During fiscal year 2019-2020, the Authority continued building the Land Mobile Radio (LMR) system and purchased equipment that will eventually be used to operate and support the LMR system. As of June 30, 2020, the Authority had capital assets in the form of telecommunication equipment under construction valued at \$124,318,218, telecommunication equipment valued at \$1,040,855 and office furniture valued at \$56,269.

**Debt Administration**

The County of Los Angeles provided the Authority a cash operating loan for the funding of start-up and operational costs until a long-term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2020, the Authority had \$18,141,685 in loans payable compared to \$12,141,685 loans payable as of June 30, 2019.

**Economic Factors**

The Authority is the recipient of the Broadband Technology Opportunity Program (BTOP) grant administered by the Department of Commerce (DOC) to fund the Long Term Evolution (LTE) system, its proposed public safety broadband network (also known as the "PSBN"). The grant will continue to be administered by the DOC in fiscal year 2020-2021.

The following LA-RICS activity is anticipated for fiscal year 2020-2021:

- **Status of LMR and LTE Systems**

The LMR System contract was executed in August 2013 with Motorola Solutions, Inc. (Motorola) and work began in September 2013. System design and construction activities continue, and it is anticipated that the LMR system will be completed and tested in 2022. The Authority anticipates that managing cash flow will be critical through this project. While the majority of the project is grant funded, the grantors require that expenditures be paid before they are reimbursed.

On December 14, 2017, the LA-RICS Board of Directors approved an Asset Transfer Agreement and corresponding Business Agreement with AT&T Corp. (AT&T) for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 1 deployment for use in the First Responder Network (FirstNet) NPSBN. The Authority worked with member agencies to finalize router selection and acceptance and with AT&T to finalize payment of \$2.5 million in services. The Business Agreement contains two payment triggers: \$6 million was due and paid at the successful transfer of assets from PSBN Round 1, and the second \$6 million is payable upon LA-RICS Authority's completion of Round 2 of the LA-RICS PSBN Project. Round 2, as approved by NTIA and the NOAA, is the delivery of 26 sites, consisting of twenty (20) completed sites and equipment and entitlements for six (6) additional sites. We anticipate the second \$6 million payment to be received during fiscal year 2020-2021, upon approval of Asset Transfer of these sites by the Federal grantor.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2020**

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On February 15, 2019, the Authority submitted the PSBN Round 2 Project Implementation Plan (PIP) to NTIA and NOAA for consideration. On June 25, 2019, NTIA and NOAA approved two PIP objectives for a total of \$32 million in grant revenue. The BTOP grant has a 20% match requirement which was satisfied with land value/in-kind match. These funds were awarded during fiscal year 2019-2020, and a portion of the actual expenditures were incurred during the beginning of fiscal year 2020-2021.

On December 11, 2019, the Authority submitted a request for funding augmentation to NTIA and NOAA, requesting \$3,506,048 in additional funding to support completion of the construction of the 26 sites. This request for funding augmentation captured funds required to complete the 26-site deployment within a compressed timeframe. On February 24, 2020, the funding request was approved, and during the beginning of fiscal year 2020-2021, the actual expenditures were incurred.

On June 1, 2020, the Authority submitted a No-Cost Extension Request to NTIA and NOAA allowing LA-RICS to complete certain construction activities through July 7, 2020, with assurance all final close-out activities will be completed on or before August 15, 2020. On June 9, 2020, the No-Cost Extension Request was approved.

On June 22, 2020, the Authority submitted another No-Cost Extension Request through July 31, 2020 to NTIA and NOAA to allow LA-RICS Authority to complete orders for equipment as well as complete entitlement work for sites 21-26 with closeout materials including invoices and claims for reimbursement which was submitted to NTIA by August 15, 2020. On June 29, 2020 this No-Cost Extension Request was approved.

On July 9, 2020, the LA-RICS Board approved Amendment No. 3 to the Business Agreement between LA-RICS and AT&T Corp. which augmented the business Agreement with \$2.3 million to complete Six (6) Round 2 PSBN Sites in various stages of completion, whereby AT&T would provide the funding outside the BTOP grant to complete the construction of these remaining sites.

On August 15, 2020, the BTOP closeout activities, including invoices and grant claims for reimbursement, were successfully completed. LA-RICS has been 100% reimbursed on all the invoices and claims submitted, closing out LTE under the BTOP grant. In addition, on October 6, 2020, all the final closeout reports were successfully submitted to NTIA and NOAA.

On October 1, 2020, the LA-RICS Board approved Amendment No. 2 to the Asset Transfer Agreement and corresponding schedules with the FirstNet vendor, AT&T Corp. for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 2 deployment for use in the FirstNet NPSBN.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2020

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**Contacting the Authority's Financial Management**

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION  
June 30, 2020

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	<b>Governmental Activities</b>
<b>ASSETS</b>	
Cash and investments (Note 3)	\$ 2,447,656
Interest receivable	11,709
Accounts receivable (Note 4)	35,137,504
Capital assets (Note 5)	125,415,342
Total Assets	<u>\$ 163,012,211</u>
 <b>LIABILITIES</b>	
Accounts payable (Note 6)	\$ 18,355,107
Loans payable (Note 7)	18,141,685
Deferred revenue (Note 8)	10,683,667
Total Liabilities	<u>47,180,459</u>
 <b>NET POSITION</b>	
Net investment in capital assets	125,415,342
Unrestricted	(9,583,590)
Total Net Position	<u>\$ 115,831,752</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES  
For the Year Ended June 30, 2020

		Program Revenues	Net (Expense) Revenue and Change in Net Position
	Expenses	Capital Grants and Contributions	Governmental Activities
<u>Functions/Programs</u>			
Governmental activities -			
Interoperable communications and safety programs	\$ 32,925,174	\$ 56,949,331	\$ 24,024,157
Total	\$ 32,926,174	\$ 56,949,331	24,024,157
General revenues:			
Investment income			113,537
Change in net position			24,137,694
Net position, beginning of year			91,694,058
Net position, end of year			\$ 115,831,752

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**BALANCE SHEET**  
June 30, 2020

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**ASSETS**

Cash and investments (Note 3)	\$ 2,447,656
Interest receivable	11,709
Accounts receivable (Note 4)	<u>35,137,504</u>
Total Assets	<u>\$ 37,596,869</u>

**LIABILITIES**

Accounts payable (Note 6)	\$ 18,355,107
Loans payable (Note 7)	18,141,685
Deferred revenue (Note 8)	<u>10,683,667</u>
Total Liabilities	<u>47,180,459</u>

**NET POSITION**

Unrestricted	<u>(9,583,590)</u>
Total Net Position	<u>(9,583,590)</u>

Total Liabilities and Fund Balance	<u>\$ 37,596,869</u>
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See accompanying notes to the basic financial statements.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE  
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION**

June 30, 2020

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Fund balance - Governmental Funds (page 11)	\$ (9,583,590)
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Amounts reported for governmental activities in the statement of net position  
are different because:

Capital assets used in governmental activities are not current financial resources  
and therefore, are not reported in the governmental balance sheet.

125,415,342
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Net Position of Governmental Activities (page 9)

<u>\$ 115,831,752</u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE  
For the Year Ended June 30, 2020

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**Revenues**

Federal grants	\$ 42,472,348
Local match (Note 10)	7,611,923
Contribution from other governmental agencies	5,991,418
Communication services	866,155
Interest income	113,537
Others	7,487
Total revenues	<u>57,062,868</u>

**Expenditures**

Capital expenditures - telecommunication equipment	30,879,634
Consultants' services	18,132,483
Donated services (Note 10)	7,611,923
County department services	5,487,475
Utilities	632,296
Rentals	276,255
Permit and license fees	258,357
Insurance	71,989
Professional fees	29,700
Security services	26,400
Travel and transportation	14,526
Miscellaneous	11,434
Total expenditures	<u>63,432,472</u>

Deficit of revenues over expenditures	(6,369,604)
Fund balance, beginning of year	<u>(3,213,986)</u>
Fund balance, end of year	<u>\$ (9,583,590)</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,  
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE  
GOVERNMENTAL STATEMENT OF ACTIVITIES

June 30, 2020

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Net Change in Fund Balance – Governmental Funds (page 13)	\$ (6,369,604)
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Amounts reported for governmental statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the governmental statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$30,879,634 for the current period.	30,879,634
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Depreciation expense on capital assets is reported in the governmental statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds.	(372,336)
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Change in Net Position of Governmental Activities (page 10)	<hr/> \$ 24,137,694 <hr/>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

June 30, 2020

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**NOTE 1 – REPORTING ENTITY**

The Los Angeles Regional Interoperable Communications System Authority (Authority), a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County of Los Angeles, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles Area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2019-2020, the Authority was governed by a ten (10) member Board of Directors which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of Signal Hill (At Large)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

June 30, 2020

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted, and 3) unrestricted. At June 30, 2020, the net investment in capital assets balance was \$125,415,342 and the unrestricted net position was negative \$9,583,590. There was no restricted net position balance at June 30, 2020.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Commerce, Broadband Technology Opportunities Program (BTOP) and the Department of Homeland Security, State Homeland Security Grant Program and contributions from the County of Los Angeles.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are reported at acquisition value rather than estimated fair market value at the date of donation.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

June 30, 2020

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

June 30, 2020

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fund Balances (Continued)

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The GASB Statement below have been implemented in the current basic financial statements.

*GASB 95 Postponement of the Effective Dates of Certain Authoritative Guidance* – Provides temporary relief to governments in light of the COVID-19 pandemic by postponing the effective dates of certain provisions in Statements and Implementation Guides that are scheduled to become effective for periods beginning after June 15, 2018, and later.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

June 30, 2020

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**NOTE 3 - CASH AND INVESTMENTS**

The Authority's cash and investments are pooled and invested by the County of Los Angeles Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund's average cash and investment balance, as provided by the California Government Code Section 53647. The Authority's cash and investment balance as of June 30, 2020 is \$2,447,656.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix Pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County of Los Angeles' Comprehensive Annual Financial Report for the year ended June 30, 2020. Detailed deposit and investment risk disclosures are included in Note 5 of the County of Los Angeles' Comprehensive Annual Financial Report.

**NOTE 4 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2020 in the amount of \$35,137,504, represents \$14,296,514 receivable from the Department of Commerce for allowable BTOP expenditures, receivable from the Department of Homeland Security for allowable Urban Areas Security Initiative (UASI) Program expenditures of \$20,840,990.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
June 30, 2020

**NOTE 5 – CAPITAL ASSETS**

Capital assets as of June 30, 2020 consist of the following:

	Balance at June 30, 2019	Increases	Decreases	Balance at June 30, 2020
<b>Governmental activities:</b>				
Capital assets, being depreciated:				
Telecommunication equipment	\$ 2,081,707	\$ -	\$ -	\$ 2,081,707
Office furniture and fixture	193,683	-	-	193,683
Total	2,275,390			2,275,390
Less accumulated depreciation	(805,930)	(372,336)	-	(1,178,266)
Total capital assets, being depreciated	1,469,460	(372,336)	-	1,097,124
Capital assets, not being depreciated:				
Construction in progress-telecommunication equipment	93,438,584	30,879,634	-	124,318,218
Total capital assets, not being depreciated	93,438,584	30,879,634	-	124,318,218
Governmental activities capital assets, net	<u>\$ 94,908,044</u>	<u>\$ 30,507,298</u>	<u>\$ -</u>	<u>\$ 125,415,342</u>

Depreciation expense for the government activities during fiscal year 2019-2020 was \$372,336.

**NOTE 6 – ACCOUNTS PAYABLE**

Accounts payable as of June 30, 2020 in the amount of \$18,355,107 represents accruals of vendors' invoices not yet paid as of that date.

**NOTE 7 – LOANS PAYABLE**

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County of Los Angeles. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2020 was \$18,141,685.

**NOTE 8 – DEFERRED REVENUE**

Deferred revenue as of June 30, 2020 in the amount of \$10,683,667 represents UASI program expenditures. These program expenditures have not yet been submitted for reimbursement with the funding agency.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
June 30, 2020

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**NOTE 9 – OFFICE LEASE**

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The operating lease agreement is for seven (7) years commencing on October 15, 2014. Rent expense under this operating lease during fiscal year 2019-2020 was \$276,255.

As of June 30, 2020, future minimum payments of the operating lease are as follows:

Fiscal Year Ending June 30:	
2021	213,146
2022	62,700
	<u>\$ 275,846</u>

**NOTE 10 – LOCAL MATCH**

The BTOP grant requires the Authority to provide, from non-federal sources not less than 20% of the total project cost. Matching funds can be in the form of either cash or in-kind contributions. The Authority has recorded the in-kind contributions and donated services in the amount of \$7,611,923 for the year ended June 30, 2020.

**NOTE 11 – CONTINGENT LIABILITIES**

The Authority is aware of potential claims that have been asserted or may be filed against them, though these claims have not met legal or contract requirements. The outcome of these matters is not presently determinable.

**NOTE 12 – COVID-19 IMPACT AND CONSIDERATIONS**

The Coronavirus Disease 2019 (COVID-19) outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses. While the disruption is currently expected to be temporary, there is considerable uncertainty around its duration. LARICS expects this matter to negatively impact its operating environment; however, the related financial impact and duration cannot be reasonably estimated at this time.

**NOTE 13 – SUBSEQUENT EVENTS**

In preparing these financial statements, the Authority has evaluated events and transactions for potential recognition or disclosure through February 26, 2021, the date the financial statements were issued.

On July 9, 2020, the LA-RICS Board approved Amendment No. 3 to the Business Agreement between LA-RICS and AT&T Corp. which augmented the business Agreement with \$2.3 million to complete Six (6) Round 2 PSBN Sites in various stages of completion whereby AT&T would provide the funding outside the BTOP grant to complete the construction of these remaining sites.

On August 15, 2020, the BTOP closeout activities including invoices and grant claims for reimbursement were successfully completed.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
June 30, 2020

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**NOTE 13 – SUBSEQUENT EVENTS** (Continued)

On October 1, 2020, the LA-RICS Board approved Amendment No. 2 to the Asset Transfer Agreement and corresponding schedules with the FirstNet vendor, AT&T Corp. for the transfer and assignment of the Authority's right, title, and interest in the LA-RICS PSBN Round 2 deployment for use in the FirstNet NPSBN.

**REQUIRED SUPPLEMENTARY INFORMATION**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2020

	Budget Amounts			
	Original	Final	Actual	Variance with Final Budget
Revenues:				
Federal grants	\$ 99,768,000	\$ 103,274,048	\$ 42,472,348	\$ (60,801,700)
Contribution from other governmental agencies	7,248,000	8,992,000	5,991,418	(3,000,582)
Communication services	1,865,000	1,865,000	866,155	(998,845)
Local match	-	-	7,611,923	7,611,923
Interest income	-	-	113,537	113,537
Others	-	-	7,487	7,487
Total revenue	108,881,000	114,131,048	57,062,868	(57,068,180)
Expenditures:				
Consultant's services and telecommunication equipment:				
Consultant's services	99,048,300	104,298,348	18,132,483	86,165,865
Capital expenditures - telecommunication equipment	-	-	30,879,634	(30,879,634)
Total consultant's services and telecommunication equipment	99,048,300	104,298,348	49,012,117	55,286,231
County department services	7,367,000	7,367,000	5,487,475	1,879,525
Donated services	-	-	7,611,923	(7,611,923)
Building rentals	320,000	320,000	276,255	43,745
Insurance premiums	829,000	829,000	71,989	757,011
Professional fees	29,700	29,700	29,700	-
Travel and training	160,000	160,000	14,526	145,474
Supplies	139,000	139,000	-	139,000
Miscellaneous	968,000	968,000	928,487	39,513
Capital expenditures -Furnitures	20,000	20,000	-	20,000
Total expenditures	108,881,000	114,131,048	63,432,472	50,698,576
Excess (deficiency) of revenues over expenditures	-	-	(6,369,604)	(6,369,604)
Fund balance, beginning of year	-	-	(3,213,986)	(3,213,986)
Fund balance, end of year	\$ -	\$ -	\$ (9,583,590)	\$ (9,583,590)

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2020

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**BUDGETARY DATA**

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.



## **AUDIT OF FEDERAL AWARDS PROGRAMS**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2020 and the related notes to the financial statements and have issued our report thereon dated February 26, 2021.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

A handwritten signature in black ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California

February 26, 2021

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;  
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

**Report on Compliance for Each Major Federal Program**

We have audited the Los Angeles Regional Interoperable Communications System Authority's (Authority) compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2020. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

### **Report on Internal Control over Compliance**

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Purpose of this Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the Authority as of and for the year ended June 30, 2020, and have issued our report thereon dated February 26, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

*BCA Watson Rice, LLP*

Torrance, CA  
February 26, 2021

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2020**

Federal Grantor/Pass-Through Grantor / Program Title	CFDA Number	Award/ Pass- through Identification Number	Total Expenditures
<b>FEDERAL</b>			
<u>U.S. Department of Commerce/National Telecommunications and Information Administration</u>			
<u>Direct Program</u>			
Broadband Technology Opportunities Program (BTOP) – ARRA	11.557*	NT10BIX5570158	\$ 22,520,360
<u>U.S. Department of Homeland Security</u>			
<i>Passed through the City of Los Angeles</i>			
Homeland Security Grant Program – 2017	97.067*	C-131396	19,951,988
Total Federal Expenditures			<u>\$ 42,472,348</u>

\* Major Program

See accompanying notes to the schedule of expenditures of federal awards.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2020**

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**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**NOTE 2 – SUBRECIPIENTS**

The Authority has no sub-recipients for the year ended June 30, 2020.

**NOTE 3 – RELATIONSHIP TO THE BASIC FINANCIAL STATEMENTS**

Amounts reported in the accompanying Schedule agree to amounts reported within the Authority's basic financial statements.

**NOTE 4 – CONTINGENCIES**

Under the terms of federal grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2020**

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**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

**A - Financial Statements**

- |   |               |
|---|---------------|
| 1) Type of auditor’s report issued:   | Unmodified    |
| 2) Internal control over financial reporting:   |               |
| a) Material weakness (es) identified?   | No            |
| b) Significant deficiency (ies) identified not<br>considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements<br>noted?                             | No            |

**B - Federal Awards**

- |  |               |
|--|---------------|
| 1) Type of auditor’s report issued on compliance<br>for major programs:                                  | Unmodified    |
| 2) Internal control over major programs:   |               |
| a) Material weakness(es) identified?   | No            |
| b) Significant deficiency(ies) identified not<br>considered material weakness(es)?                       | None reported |
| 3) Any audit findings disclosed that are required to<br>be reported in accordance with 2 CFR 200.516(a)? | No            |

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2020**

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**SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)**

**B - Federal Awards (Continued)**

4) Identification of major program:

<u>CFDA Number(s)</u>	<u>Name of Federal Program</u>
11.557 97.067	Broadband Technology Opportunities Program (BTOP) – ARRA State Homeland Security Grant Program - 2017

5) Dollar threshold used to distinguish between  
Type A and Type B programs: \$750,000

6) Auditee qualified as low-risk auditee? Yes

**SECTION II – FINANCIAL STATEMENT FINDINGS**

None reported.

**SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

None reported.

**SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS**

None reported.

February 26, 2021

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

We have audited the basic financial statements of the Los Angeles Regional Interoperable Communication System Authority (Authority) as of and for the year ended June 30, 2020 and have issued our report thereon dated February 26, 2021. Professional standards require that we advise you of the following matters relating to our audit.

#### **Our Responsibility in Relation to the Financial Statement Audit**

Our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

#### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

#### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no changes in significant accounting policies or their application during 2020. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no sensitive accounting estimates affecting the financial statements.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There was no sensitive disclosure affecting the financial statements.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There was no material, corrected financial statement misstatements.

## **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management dated February 26, 2021.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings or Issues**

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, management and others within the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*BCA Watson Rice, LLP*



**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

February 26, 2021

BCA Watson Rice LLP  
2355 Crenshaw Boulevard, Suite 150  
Torrance, California 90501

This representation letter is provided in connection with your audit of the basic financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of June 30, 2020 and for the period then ended, and the related notes on the financial statements, for the purpose of expressing an opinion on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we consider necessary for the purpose of appropriately informing ourselves as of February 26, 2021.

**Financial Statements**

1. We have fulfilled our responsibilities for the preparation and fair presentation of the financial statements of the Authority in accordance with U.S. GAAP.
2. The financial statements referred to above have been fairly presented in accordance with U.S. GAAP and include all properly classified funds, required supplementary information, and notes to the basic financial statements.

**AGENDA ITEM K - ENCLOSURE**

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
6. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
7. We have a process to track the status of audit findings and recommendations.
8. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
9. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
10. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
11. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
13. All funds and activities are properly classified.
14. All funds that meet the quantitative criteria in GASB No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus* for presentation as major are identified and presented as such and all other funds are presented as major and considered important to financial statement user.
15. All net position components and fund balance classifications have been properly reported.



16. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
17. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
18. Deposits and investment risks have been properly and fully disclosed.
19. Capital assets are properly capitalized, reported, and if applicable, depreciated.
20. All required supplementary information is measured and presented within the prescribed guidelines.

**Information Provided**

21. We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, meeting minutes, and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
22. All transactions have been recorded in the accounting records and are reflected in the financial statements.
23. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
24. We have disclosed to you all information that we are aware of regarding fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
25. We have identified and disclosed to you all information that we are aware of regarding instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material

effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), regulators, or others.

26. We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
27. We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
28. We have a process to track the status of audit findings and recommendations, if any.
29. We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
30. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
31. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
32. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
33. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
34. The Authority has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
35. We have disclosed to you all guarantees, if any, whether written or oral, under which the Authority is contingently liable.
36. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on

financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

37. There are no:
- Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
38. The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
39. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
40. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB No. 62. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

#### **Single Audit**

41. With respect to federal awards, we represent the following to you:
- a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance)*, as applicable.
  - b. We are responsible for the preparation and presentation of the schedule of expenditures of federal awards (SEFA) in accordance with the Uniform Guidance.

- c. We believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance.
- d. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- e. We have identified and disclosed all of our government programs and related activities subject to the Uniform Guidance compliance audit.
- f. We have notified you of federal awards and funding increments that were received before December 26, 2014 (if any), and differentiated those awards from awards and funding increments received on or after December 26, 2014, and subject to the audit requirements of the Uniform Guidance.
- g. We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.
- h. We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.
- i. We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.
- j. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- k. We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to period covered by the auditor's report.
- l. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications

received from the end of the period covered by the compliance audit to the date of the auditor's report.

- m. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- n. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).
- o. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- p. We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.
- q. We have charged costs to federal awards in accordance with applicable cost principles.
- r. The reporting package does not contain personally identifiable information.
- s. We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
- t. We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor's role in the preparation of this information.
- u. We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditor's role in the preparation of the adjustments.
- v. We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

In addition:

- w. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.
- x. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.
- y. We are responsible for and have accurately completed the Data Collection Form.



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Scott Edson  
Executive Director, LA-RICS



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Elaine Boyd  
Division Chief  
Accounting Division, Auditor-Controller, County of Los Angeles



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 1, 2021

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

Dear Directors:

### **APPROVE AMENDMENT NO. 58 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 58 to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to contemplate the reconciliation of a modification to one (1) LMR System Site and to incorporate one (1) Change Order Modification as further described in this Board Letter resulting in a net increase to the Maximum Contract Sum in the amount of \$4,502.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings with respect to the reconciliation of a modification to one (1) LMR System Site and one (1) Change Order Modification:
  - a. Find that (a) approval of Amendment No. 58 to contemplate the changes necessary to reflect the reconciliation and a Change Order Modification at one (1) LMR System Site, Universal Studios (UNIV), related to redesign work at the two existing building locations that constitute Site UNIV, the Universal City Plaza location and the Universal City Walk location, 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 categorically exempt from review under the California

**AGENDA ITEM L**

Environmental Quality Act (CEQA) on December 12, 2016, for the Universal City Plaza location and on August 1, 2019, for Universal City Walk location pursuant to CEQA Guidelines Sections 15301, 15303 and 15304, and find that any leased circuit work that may occur outside of this site, if needed to provide network connectivity to the LMR System, is 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) as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Approve Amendment No. 58 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reconcile a modification to Phase 2 for one (1) LMR System Site for a cost decrease in the amount of \$57,167 and incorporate one (1) a LMR Change Order Modification for cost increase in the amount of \$61,668 as further described in this Board Letter for a net cost increase in the amount of \$4,502.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$4,502 when taking the recommended actions into consideration from \$287,646,565 to \$287,651,067.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Amendment No. 58.
5. Delegate authority to the Executive Director to execute Amendment No. 58, in substantially similar form, to the enclosed Amendment (Enclosure).

## **BACKGROUND**

With respect to the LMR System reconciliation, the Authority has been working closely with Motorola to reconcile the final LMR sites to align with the LMR System redesign. As a result of this final redesign, it was necessary to reconcile a modification to the scope of Phase 2 (Site Construction and Site Modification) work at the UNIV site.

As construction continues to progress on the LMR project, approval of certain Change Order Modifications is necessary to address changes made in the field and continue construction activities that were not originally contemplated in Motorola's scope. As a result, the recommended actions before your Board contemplate an LMR Change Order Modification at the UNIV site which is required for the completion of work at this site.



## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 58 to incorporate a certain Change Order Modification, all actions resulting in a net increase to the Maximum Contract Sum by \$4,502.

It is necessary to reconcile a modification to Phase 2 (Site Construction and Site Modification) work at the UNIV site to align with the final redesign. In particular, it was determined certain construction activities and/or equipment such as DC power plant, generator, shelter, etc. will be altered or removed entirely which results in a cost savings. Moreover, as part of the redesign effort, it is necessary to incorporate a Change Order for this same site to modify the design to a microwave-only site, located at an adjacent property with site name UNIV.

The revisions contemplated in Amendment No. 58 have been reviewed by Authority staff, as well as its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to each change order, including associated costs.

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

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

## **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 58 will result in an increase to the Maximum Contract Sum by an amount of \$4,502 from \$287,646,565 to \$287,651,067 when taking the recommended actions into consideration. All work contemplated in Amendment No. 58 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

## **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on December 12, 2016, and on August 1, 2019, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at one (1) LMR System Site (UNIV) for its City Plaza and City Walk locations, respectively, are exempt from review under CEQA

pursuant to CEQA Guidelines Sections 15301, 15303 and 15304. In connection with these approvals, the Authority also determined on December 12, 2016 and on August 1, 2019, for the Universal City Plaza and City Walk locations of Site UNIV respectively, that leased circuit work that may occur outside of this LMR System Site (UNIV) as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). The currently recommended actions related to this LMR System 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 the currently recommended actions.

Upon the Board's approval of the recommended actions for this Amendment No. 58, the Authority will file a Notice of Exemption (NOE) for this LMR System Site (UNIV) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

#### **CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pdd

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Enclosure

cc: Counsel to the Authority

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

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**RECITALS**

This Amendment Number Fifty-Eight (together with all exhibits, attachments, and schedules hereto, "Amendment No. 58") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of April \_\_\_\_\_ 2021, based on the following recitals:

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

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 (System Design) Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of four (4) LMR System Sites and all the Work and equipment associated with 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 LMR System Components), and Phase 4 (LMR System Implementation) for these four (4) LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in

Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

The Agreement has been previously amended in Amendment Number Twelve, effective August 27, 2015, to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of all UHF T-Band frequencies as referenced in Attachment B, at each of the applicable subsystem sites in order to achieve compliance with the performance criteria set forth in the Agreement, all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sheriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design)

Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

- (a) Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites 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 reduction in the amount of \$45,143,083.
- (b) Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into 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 increase in the amount of \$23,677,589.
- (c) Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- (d) Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- (e) Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.



- (e) Decreasing the Maximum Contract Sum by \$10,087,227 ( $-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159$ ) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment Number Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site 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) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 ( $\$1,197,256 - \$1,192,712$ ), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

The Agreement has been previously amended in Amendment Number Twenty, effective September 28, 2016, to make changes necessary to (a) reconcile nine (9) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$367,144, (b) include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534; (c) remove Site Lease Exhibit Work for certain LMR System Sites for a cost decrease in the amount of \$14,884; (d) increasing the Maximum Contract Sum by \$358,794 ( $\$367,144 + \$6,534 - \$14,884$ ) from \$284,877,023 to \$285,235,817 when taking the cost increases and decreases into consideration and (e) make other certain changes as set forth in Amendment No. 20.

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK 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; and (2) include the JPK2 site into 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, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites 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 \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from



\$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) 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 exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites 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 \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, 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 \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the

amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) 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 \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of 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 Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, 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 Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, 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 Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (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), 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) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (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 Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate

certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020, to make changes necessary to (a) reflect a modification to



the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

The Agreement has been previously amended in Amendment Number Forty-Three, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 43 that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 43.

The Agreement has been previously amended in Amendment Number Forty-Four, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation related to certain LMR Change Order Modifications as further described in this Amendment No. 44 which results in a cost increase in the amount of \$2,609 (b) increase the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 44.

The Agreement has been previously amended in Amendment Number Forty-Five, effective April 23, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 45 which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 45.

The Agreement has been previously amended in Amendment Number Forty-Six, effective May 11, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 46 which results in a cost increase in the amount of \$375,728 (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 46.

The Agreement has been previously amended in Amendment Number Forty-Seven, effective June 16, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$3,130,664; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 47 which results in a cost increase in the amount of \$634,535; (c) decrease the Maximum Contract Sum by \$2,496,129 from \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 47.

The Agreement has been previously amended in Amendment Number Forty-Eight, effective August 17, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 48 which results in a cost increase in the amount of \$10,159; (b) increase the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083; and (c) make other certain changes as set forth in Amendment No. 48.

The Agreement has been previously amended in Amendment Number Forty-Nine, effective October 2, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 49, which results in a cost increase in the amount of \$370,007; (b) increase the Maximum Contract Sum by \$370,007 from \$288,148,083 to \$288,518,090; and (c) make other certain changes as set forth in Amendment No. 49.

The Agreement has been previously amended in Amendment Number Fifty, effective November 24, 2020, to make changes necessary (a) reflect a reconciliation to replace one (1) LMR System Site Sunset Ridge (SUN) with the East Sunset Ridge (ESR) site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), all associated Work, and exercising the Unilateral Options of the same, for a net cost increase in the amount of \$1,293,256; (b) extend the Bridge Warranty for certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2021, for a cost increase in the amount of \$393,906; (c) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 50, which results in a cost increase in the amount of \$375,108; (d) increase the Maximum Contract Sum by \$2,062,270 from \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

The Agreement has been previously amended in Amendment Number Fifty-One, effective January 14, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 51, which result in a cost increase in the amount of \$23,977; (b) increase the Maximum Contract Sum by \$23,977 from \$290,580,360 to \$290,604,337; and (c) make other certain changes as set forth in Amendment No. 51.

The Agreement has been previously amended in Amendment Number Fifty-Two, effective January 22, 2021, to make changes necessary to (a) reconcile the Agreement to reflect a reduction in Phase 2 (Site Construction and Site Modification) for a cost decrease in the amount of \$34,203; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 52, pursuant to Exhibit B.1, Sections 2.1.10 and 2.2.7.3 of the Agreement, which result in a cost increase not to exceed \$34,359; (c) increase the Maximum Contract Sum by a not to exceed amount of \$156 from \$290,604,337 to \$290,604,493 when taking the actions contemplated in this Amendment No. 52 into consideration; and (d) make other certain changes as set forth in Amendment No. 52.

The Agreement has been previously amended in Amendment Number Fifty-Three, effective February 11, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 53 for a cost increase in an amount not to exceed \$342,460; (b) increase the Maximum Contract Sum by an amount not to exceed \$342,460 from \$290,604,493 to \$290,946,953 when taking the actions contemplated in this Amendment No. 53 into consideration; and (c) make other certain changes as set forth in Amendment No. 53.

The Agreement has been previously amended in Amendment Number Fifty-Four, effective February 18, 2021, to make changes necessary to (a) reflect a reconciliation related to the Leased Fiber Link between FCCF and PLM for a cost decrease in the amount of \$12,360; (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 54 for a net cost increase in the amount of \$138,707; (c) increase the Maximum Contract Sum by \$126,347 from \$290,946,953 to \$291,073,300 when taking the actions contemplated in this Amendment No. 54 into consideration; and (d) make other certain changes as set forth in Amendment No. 54.

The Agreement has been previously amended in Amendment Number Fifty-Five, effective February 18, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications related to the Outdoor Power System and Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$196,126; (b) increase the Maximum Contract Sum by an amount of \$196,126 from \$291,073,300 to \$291,269,426 when taking the actions contemplated in this Amendment No. 55 into consideration; and (c) make other certain changes as set forth in Amendment No. 55.

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites 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 \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the

actions contemplated in this Amendment No. 56 into consideration; and (d) make other certain changes as set forth in Amendment No. 56.

The Agreement has been previously amended in Amendment Number Fifty-Seven, effective March 11, 2021, to (a) incorporate a LMR Change Order Modification related to the Removal of a Subgrade Concrete Structure at Castro Peak (CPK) for a cost increase in an amount of \$8,566; (c) increase the Maximum Contract Sum by an amount of \$8,566 from \$287,637,999 to \$287,646,565 when taking the action contemplated in this Amendment No. 57 into consideration; and (d) make other certain changes as set forth in Amendment No. 57.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) reflect a reconciliation of a modification to the scope of Phase 2 (Site Construction and Site Modification) for one (1) LMR System Site Universal Studios (UNIV) for a cost decrease in the amount of \$57,167; (b) incorporate a LMR Change Order Modification for the UNIV site for a cost increase in an amount of \$61,668; (c) increase the Maximum Contract Sum by \$4,502 from \$287,646,565 to \$287,651,067 when taking the actions contemplated in this Amendment No. 58 into consideration; and (c) make other certain changes as set forth in this Amendment No. 58.

This Amendment No. 58 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. 58, 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. 58 refer to sections of the Base Document, as amended by this Amendment No. 58.
2. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile a modification to one (1) LMR System Site (UNIV) and all corresponding Work and Components to reflect the updated LMR System redesign for this site in Phase 2 (Site Construction and Site Modification). The costs associated with this one (1) LMR System Site (UNIV) is included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 5.3 of this Amendment No. 58, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).



Item No.	Site ID	Site Description	Reconciliation	Amount
1.	UNIV	Universal Studios	True Up in Phase 2	(\$57,167)
TOTAL AMOUNT:				(\$57,167)

3. LMR Change Order Modification. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7025 pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 3, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	UNIV	Universal Studios	MSI-7025	Redesign Work	\$61,668
TOTAL AMOUNT:					\$61,668

4. Amendments to the Base Document.

- 4.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Seven Million, Six Hundred Fifty-One Thousand, Sixty-Seven Dollars (\$287,651,067) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 4.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Four Million, Nine Hundred Eighty-One Thousand, Five Hundred Forty-Four Dollars (\$284,981,544). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

- 5.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR

- System Payment Summary), which is attached to this Amendment No. 58 and incorporated herein by this reference.
- 5.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification), which is attached to this Amendment No. 58 and incorporated herein by this reference.
- 5.3 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated March 2021, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated April 2021, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
- 5.4 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 58 which is incorporated herein by this reference.
6. This Amendment No. 58 shall become effective as of the date identified in the recitals, which is the date upon which:
- 6.1 An authorized agent of Contractor has executed this Amendment No. 58;
- 6.2 Los Angeles County Counsel has approved this Amendment No. 58 as to form;
- 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 58; and
- 6.4 The Executive Director of the Authority has executed this Amendment No. 58.
7. Except as expressly provided in this Amendment No. 58, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
8. Contractor and the person executing this Amendment No. 58 on behalf of Contractor represent and warrant that the person executing this Amendment No. 58 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 58, and that all requirements of Contractor to provide such actual authority have been fulfilled.
9. This Amendment No. 58 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 FIFTY-EIGHT  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 58 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

Scott Edson  
Executive Director

By: \_\_\_\_\_

Arturs A. Vanags  
Motorola Project Director

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

RODRIGO A. CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_

Truc L. Moore  
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 42,283,961	\$ 3,120,262	\$ 39,163,699
Phase 2	\$ -	\$ 42,772,168	\$ 4,167,827	\$ 38,604,342
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 21,170,136	\$ 2,053,642	\$ 19,116,494
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,562,990</b>	<b>\$ 13,571,806</b>	<b>\$ 148,991,184</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 162,562,990</b>	<b>\$ 13,571,806</b>	<b>\$ 204,889,702</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,469,376	\$ 346,938	\$ 3,122,439
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,785,136		\$ 1,785,136
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 173,733,066</b>	<b>\$ 21,604,187</b>	<b>\$ 282,681,834</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$173,733,066</b>			
<b>LMR Discounts<sup>(Note 2)</sup></b>	<b>-\$16,634,955</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$287,651,067</b>			

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

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

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>						
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 1,087,923	\$ 108,792	\$ 979,131
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 1,036,474	\$ 103,647	\$ 932,826
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JKP	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF099	FS 99		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 536,490	\$ 53,649	\$ 482,841
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMG	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 735,910	\$ 73,591	\$ 662,319
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 1,019,370	\$ 101,937	\$ 917,433
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 17,105,438	\$ 1,710,544	\$ 15,394,894
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.2.2		Site Construction						
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.2.2		Site Construction						
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 720,568	\$ 72,057	\$ 648,511
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 760,736	\$ 76,074	\$ 684,662
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 1,581,819	\$ 158,182	\$ 1,423,637
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MIR	Mirador		\$ -	\$ -	\$ 378,655	\$ 37,866	\$ 340,790
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 758,650	\$ 75,865	\$ 682,785
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 818,220	\$ 81,822	\$ 736,398
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 1,226,334	\$ 122,633	\$ 1,103,701
B.2.2	PWTF	Portshhead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 9,586,335	\$ 958,634	\$ 8,627,702
		Project Management	Included		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Lease Costs		N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance				\$ 8,963,267	\$ 896,327	\$ 8,066,940
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.2.2		Site Construction						
B.2.2	JKP2	Johnstone Peak - 2		\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.2.2		Site Construction						
B.2.2	BHS	Baldwin Hills County				\$ 744,255	\$ 74,426	\$ 669,830
B.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38				\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde				\$ 344,492	\$ 34,449	\$ 310,043

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable  <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.2.2		Site Construction						
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.2.2		Site Construction						
B.2.2	BKK	BKK Landfill				\$ 313,118	\$ 31,312	\$ 281,806
B.2.2	UCLA	UCLA (Factor Building)				\$ 420,011	\$ 42,001	\$ 378,010
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.2.2		Site Construction						
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321
Subtotal for Additional Sites (Amendment No. 29)						\$ 308,134	\$ 30,813	\$ 277,321
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.2.2		Site Construction						
B.2.2	UNIV	Universal Studios				\$ 425,840	\$ 42,584	\$ 383,256
Subtotal for Additional Sites (Amendment No. 30)						\$ 425,840	\$ 42,584	\$ 383,256
ADDITIONAL SITE (AMENDMENT NO. 34)								
B.2.2		Site Construction						
B.2.2	INDWT	Industry Water Tank				\$ 503,314	\$ 50,331	\$ 452,983
Subtotal for Additional Sites (Amendment No. 34)						\$ 503,314	\$ 50,331	\$ 452,983
ADDITIONAL SITE (AMENDMENT NO. 35)								
B.2.2		Site Construction						
B.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)						\$ -	\$ -	\$ -
ADDITIONAL SITE (AMENDMENT NO. 36)								
B.2.2		Site Construction						
B.2.2	SPH	San Pedro Hill				\$ 244,626	\$ 24,463	\$ 220,163
Subtotal for Additional Sites (Amendment No. 36)						\$ 244,626	\$ 24,463	\$ 220,163
ADDITIONAL SITE (AMENDMENT NO. 50)								
B.2.2		Site Construction						
B.2.2	ESR	East Sunset Ridge				\$ 1,149,568	\$ 114,957	\$ 1,034,611
Subtotal for Additional Sites (Amendment No. 50)						\$ 1,149,568	\$ 114,957	\$ 1,034,611
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 42,772,168	\$ 4,167,827	\$ 38,604,342

Note 1: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 2: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.2 (Schedule of Prices - Site Construction and Site Modification) was amended by Amendment No. 10 to reflect (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 3: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 2 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 2, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 4: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

Note 5: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.



## SCHEDULE OF PAYMENTS

### EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

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



Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ (121,819)	\$ (12,182)	\$ (109,637)
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ (47,393)</b>	<b>\$ (4,739)</b>	<b>\$ (42,654)</b>
<b>Amendment No. 39</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 43,271	\$ 4,327	\$ 38,944
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 73,606</b>	<b>\$ 7,361</b>	<b>\$ 66,245</b>
<b>Amendment No. 41</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ 1,697	\$ 170	\$ 1,527
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 11,000	\$ 1,100	\$ 9,900
<b>Amendment No. 41 Subtotal</b>			<b>\$ 255,975</b>	<b>\$ 25,598</b>	<b>\$ 230,378</b>
<b>Amendment No. 43 and Amendment No. 44</b>					
MSI-6017	RIH	Addition of Microwave Link	\$ 51,604	\$ 5,160	\$ 46,444
MSI-6016	SPH	Addition of Microwave Link	\$ 61,638	\$ 6,164	\$ 55,474
MSI-6015	UNIV	Addition of Microwave Link	\$ 74,711	\$ 7,471	\$ 67,240
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 187,953</b>	<b>\$ 18,795</b>	<b>\$ 169,158</b>
<b>Amendment No. 45</b>					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
<b>Amendment No. 45 Subtotal</b>			<b>\$ 39,050</b>	<b>\$ 3,905</b>	<b>\$ 35,145</b>
<b>Amendment No. 46</b>					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPk/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
<b>Amendment No. 46 Subtotal</b>			<b>\$ 375,728</b>	<b>\$ 37,573</b>	<b>\$ 338,155</b>

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 47</b>					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ 41,676	\$ 4,168	\$ 37,508
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
<b>Amendment No. 47 Subtotal</b>			<b>\$ 751,893</b>	<b>\$ 75,189</b>	<b>\$ 676,704</b>
<b>Amendment No. 48</b>					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ -	\$ -	\$ -
<b>Amendment No. 48 Subtotal</b>			<b>\$ 10,159</b>	<b>\$ 1,016</b>	<b>\$ 9,143</b>
<b>Amendment No. 49</b>					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ 260,007	\$ 26,001	\$ 234,006
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
<b>Amendment No. 49 Subtotal</b>			<b>\$ 370,007</b>	<b>\$ 37,001</b>	<b>\$ 333,006</b>
<b>Amendment No. 50</b>					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
<b>Amendment No. 50 Subtotal</b>			<b>\$ 375,108</b>	<b>\$ 37,511</b>	<b>\$ 337,597</b>
<b>Amendment No. 51</b>					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
<b>Amendment No. 51 Subtotal</b>			<b>\$ 11,617</b>	<b>\$ 1,162</b>	<b>\$ 10,455</b>
<b>Amendment No. 52</b>					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
<b>Amendment No. 52 Subtotal</b>			<b>\$ 34,359</b>	<b>\$ 3,436</b>	<b>\$ 30,923</b>
<b>Amendment No. 53</b>					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
<b>Amendment No. 53 Subtotal</b>			<b>\$ 342,460</b>	<b>\$ 34,246</b>	<b>\$ 308,214</b>
<b>Amendment No. 54</b>					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
<b>Amendment No. 54 Subtotal</b>			<b>\$ 138,707</b>	<b>\$ 13,871</b>	<b>\$ 124,836</b>
<b>Amendment No. 55</b>					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 196,126	\$ 19,613	\$ 176,513
<b>Amendment No. 55 Subtotal</b>			<b>\$ 196,126</b>	<b>\$ 19,613</b>	<b>\$ 176,513</b>
<b>Amendment No. 56</b>					

**EXHIBIT C.17***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 58*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58					
MSI-7025	UNIV	Redesign Work	\$ 61,668	\$ 6,167	\$ 55,501
Amendment No. 58 Subtotal			\$ 61,668	\$ 6,167	\$ 55,501
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 3,469,376</b>	<b>\$ 346,938</b>	<b>\$ 3,122,439</b>

**Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and**