



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, April 3, 2019 • 9:00 a.m.

Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
Conference Room 223 through 227  
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

#### **AGENDA POSTED: March 29, 2019**

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

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#### **Members:**

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

#### **Alternates:**

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

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#### **Officers:**

**Scott Edson**, Executive Director  
**Alrene Barerra**, County of Los Angeles Acting Auditor-Controller  
**Joseph Kelly**, County of Los Angeles Treasurer and Tax Collector  
**Priscilla Dalrymple**, Board Secretary



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**A. January 24, 2019 – Regular Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

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

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

- Executive Summary

Agenda Item B

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

Agenda Item C

**D. Joint Operations and Technical Committee Chairs Report – Battalion Chief  
Kyle Zuniga**

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

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

**F. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for  
Public Safety Broadband Network**

Agenda Item F



**G. Outreach Update**

Agenda Item G

**H. NPSBN Onboarding Update**

Agenda Item H

**VIII. ADMINISTRATIVE MATTERS (I-K)**

**I. APPROVE THE IMPLEMENTATION OF THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING POLICY AND MEMORANDUM OF UNDERSTANDING (MOU) (POLICY NO. 023-2018)**

It is recommended that your Board:

1. Approve Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, attached hereto as Enclosure 1 and Enclosure 2, to allow the Authority to have a policy in place for use of the LMR System for operational purposes prior to Final LMR System Acceptance.
2. Delegate authority to the Executive Director to execute MOUs substantially similar in form to Enclosure 2 with agencies interested in using the LMR System prior to Final LMR System Acceptance, with approval as to form from Counsel to the Authority.
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.

Agenda Item I

**J. AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE A PROCUREMENT AND ENTER INTO NEGOTIATIONS WITH AT&T FOR A SOLE SOURCE AGREEMENT FOR CELL ON LIGHT TRUCKS**

It is recommended that your Board:



1. Authorize the Executive Director or his designee to issue a procurement on behalf of the Authority to acquire Cell on Light Trucks (CoLTs) including certain equipment, vehicle installation services, as well as deployment services, as necessary.
  - a. Find that the County of Los Angeles procurement and contracting policies, programs, and procedures are adopted for purposes of the procurement and any contracts resulting from the procurement, to the extent and in the manner as will be reflected in the procurement.
  - b. Authorize the Executive Director or his designee to issue addenda to the procurement that the Executive Director determines, in his discretion, are consistent with the general scope of the procurement.
2. Authorize the Executive Director or his designee to enter negotiations for a sole source agreement with AT&T to acquire certain specialized components and services which must be purchased through AT&T as AT&T is the sole vendor on the FirstNet platform that can provide these goods and services.

Agenda Item J

**K. APPROVE A SUPPLEMENT PROFESSIONAL SERVICES AGREEMENT WITH AT&T CORP.**

It is recommended that your Board:

1. Approve the supplemental Professional Services Agreement (Agreement), in substantially similar form to the Enclosure, with AT&T Corp. (AT&T), to allow AT&T to compensate the Authority for router replacement installation services in the amount of \$2.5 million pursuant to the Business Agreement.
2. Delegate authority to the Executive Director as follows:
  - a. To execute the Agreement in substantially similar form to the Enclosure.
  - b. To approve and execute amendments to the Agreement that do not impact the Agreement value or term, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item K



**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, May 2, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

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

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

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

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

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

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

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



# **BOARD OF DIRECTORS SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, January 24, 2019 • 9:00 a.m.  
Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
Conference Room 223 through 227  
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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**Board Members Present:**

**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.  
**Chris Nunley**, Chief of Police, City of Covina Police Dept.  
**John Curley**, Chief of Police, City of Covina Police Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.

**Officers Present:**

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

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**Absent:**

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

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

**I. CALL TO ORDER**

Alternate Chair, Gialamas called the Special Meeting of the Board to order at 9:05 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

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

**A. December 19, 2018 – Special Meeting Minutes**

Alternate Chair, Dean Gialamas stated we have a handout from Alternate Board Member John Geiger with an amendment to the minutes. Alternate Board Member Geiger requested the minutes be amended on page 11 discussion relating to the Site Access Agreement for Rancho Palos Verdes as follows:

*Alternate Board Member Geiger proposed an amendment on Item 2 in providing delegated authority to the Executive Director to such in advance to be reviewed by County Counsel. Alternate Board Member Geiger stated he has concerns to Clause 15 and Clause 7 as they relate to frequency use and Real Property. If you diagram it, you will discover **that it's unclear and ambiguous** whether frequency use or facility use comes under the definition of Real Property.*

*Alternate Board Member Geiger went on to state he believes it's an elegant fix, which is consistent with Federal regulatory law, and **that is to add a** notwithstanding the clause **that in** the contract is not intended to alter the FCC license responsibility rights and remedies under federal law. This route prevents a situation later down the road; prevents the owner of the property from arguing that this contract supersedes or alters laws and regulations implemented by the FCC, especially since these clauses talk about the future operations of telecommunication facilities by the owner. He supports delegated authority to the Executive Director as long as reviewed by JPA Counsel. Board Member Alexander stated he is willing to amend his motion to state approval subject to final form by Legal Counsel.*

Alternate Board Member Geiger stated he would move to approve the minutes with that amendment. Chair Gialamas asked if there were any other changes or recommendations from other Board Members. There were none.

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



Ayes 9: Chidester, Ortiz, Nunley, Curley, Geiger, Bundesen, Gialamas, Haberle and Perez

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (NONE)**

**V. CONSENT CALENDAR – (NONE)**

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

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

Executive Director Scott Edson thanked the Board for adjusting this meeting to later in the month, to bring before you a very important amendment and stated I will be fairly brief this morning but it does not mean little was accomplished since our last meeting.

Executive Director Edson stated since we last met the entire LA RICS Team has been working full-time, and then some, to get us here today. LA-RICS took no real breaks during the holidays and neither did Motorola. Some progress has been made on the Land Mobile Radio (LMR) and we will continue to work closely with Motorola pursuing a new schedule that ensures testing and acceptance in 2020 and going live in January of 2021.

LA-RICS has also engaged in initial discussions with the State of California regarding their users on our system, and our users riding on the Statewide system when outside of Los Angeles County.

Executive Director Edson went on to state as for the Channel 15 interference issue, Alternate Board Member John Geiger and Los Angeles County Internal Services Department (ISD) are supporting our efforts to resolve this however, and the government shutdown is delaying our ability to talk to the Federal Communications Commission (FCC). LA-RICS is very hopeful, and the Tijuana station is open to this; that the simple fix is having the Tijuana station change their frequency to another frequency verses a significant design engineering effort on our end. Alternate Board Member Geiger and ISD staff are seeking approval for a FCC attorney and consultant to assist with this matter.

In regards to Long Term Evolution (LTE), we continue moving forward with LTE Round 2 with our main mission being to ensure the Nationwide Public Safety Broadband Network (NPSBN) fills needed gaps in coverage and is built to public safety grade.



Project Manager Justin Delfino will provide more details on both projects in his report.

Lastly, Executive Director Edson stated in pursuing our mission to enhance public safety communications today we seek your approval of Amendment 35 under Agenda Item H, which relates to the Public Safety Broadband Network (PSBN) sites list being categorically exempt from the California Environmental Quality Act (CEQA) and to delegate me to approve an agreement for Motorola to collocate nine PSBN Sites on LMR sites.

This concludes the Director's Report.

There was no further discussion.

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

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

#### **LTE Round 2 Highlights:**

Project Manager Delfino presented a map of the LTE sites according to batches. The map depicted color-coded sites relating to their category.

GREEN: Batch 1 – Seven (7) sites designed and with AT&T for review

- THOMSEN
- UCLA
- IRWDPD
- AZUCYN
- MVS2
- POLB1

YELLOW: Batch 2 –Eight (8) SCE sites

- SCEELAKE
- SCEPLM
- SCEDUN
- SCEMERC2
- SCEGAL
- SCETEL
- SCENOLA
- SCESTUD2

#### **DESIGN**

- Batch 1: Site sketches approved, in Zoning Drawing development



- Batch 2 (SCE): Design Walks complete, sketches in development
- USFS: Initial equipment layouts completed internally

### **ENVIRONMENTAL**

SHPO approval for Geo Tech at Batch 1 and 2 sites (SEA 3) received

### **USFS COLLOCATIONS**

Design will progress upon execution of Contract Amendment No. 35 and subsequent kick-off meeting between the Authority and MSI.

### **LMR Highlights:**

#### **BUILDING PERMITS**

- In Plan Check: 6
- New Building Permits Received: 2

#### **DESIGN CHALLENGES & SOLUTIONS**

- UNIV: Split site design concept advancing
- RPV1: County Golf Course
- SGH: Utility access resolved

#### **FEEDBACK FROM EARLY DEPLOYMENT SYSTEM**

- Voice quality high
- Instant access to available tactical channels is invaluable
- Encryption Wins – Apprehension made with suspect that was using analog scanner

### **LMR Field Highlights**

Microwave (MW) Live at LARICSHQ – MW live allowing for Network Management tool access from LA-RICS office.

Geo tech Time Lapse at LACF072

1<sup>st</sup> Image - 12:22 Drill commenced 12:50 @ 12'

2<sup>nd</sup> Image - 13:02 Rock from 12' and still at 17'

3<sup>rd</sup> Image - 13:23 Preparing for coring @ 20'

4<sup>th</sup> Image - 15:15 @ 26' solid rock from 20'

5<sup>th</sup> Image - 16:45 @28' solid rock from 20' to 28'

6<sup>th</sup> Image - 18:15 Clean and clear

Generator Work at CCT

1<sup>st</sup> Image - Rebar for Gen and Tank

2<sup>nd</sup> Image - Gen placed



3<sup>rd</sup> Image - Tank placed

Initial Days at CRN

1<sup>st</sup> Image - Excavation for equipment pads

2<sup>nd</sup> Image - Rebar for shelter

Recent Work at POM

1<sup>st</sup> Image - Installing gen and tank foundation

2<sup>nd</sup> Image - Existing MW

### **LMR UASI 16 Construction Activity**

BKK Projected Finish: 03/01/2019

CCT Projected Finish: 02/24/2019

CRN Projected Finish: 03/01/2019

POM Projected Finish: 03/01/2019

SGH Projected Finish: 02/11/2019

VPK: Complete through Ph4a

Board Member Cathy Chidester asked what is being deployed at Los Angeles County Fire Station 72. Project Manager Delfino stated the current plan is to install an approximately 70' monopine. There was an existing tree at the time of the initial design, that was dying and unsightly; we intended to replace it with the monopine tower. However, in light of the recent Wolsey Fire, we may consider an undisguised tower as more appropriate since most all trees in the area were burned. A final determination will be made prior to Coastal Commission submission. Board Member Chidester clarified she was asking in relation to previous issues with radio frequency (RF) at LA County fire stations. Project Manager Delfino stated that issue with RF at LA County Fire Stations arose out of the LTE Program. LA-RICS is not installing LTE at LACF072; instead, it is an LMR installation. Since there is already LMR at the facility, this installation is essentially an equipment and infrastructure upgrade.

This concludes the Project Manager's Report.

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

**E. Finance Committee Report – John Geiger**

Finance Committee Chair John Geiger stated he would provide a quick update on the recent Finance Committee meetings one held late in December and another scheduled for this afternoon where the committee will be calling for a final recommendation from the Ad-Hoc Rate Setting Work Group. Finance Committee Chair Geiger stated in terms of the rate setting he was able to report there is no



indication the rate would go up from the \$25 rate previously discussed and anticipates returning at a future Board Meeting with the full details.

Alternate Chair Gialamas thanked Finance Committee Chair Geiger for the progress with the Committee.

This concludes the Finance Committee Chair report.

## **VII. DISCUSSION ITEMS (F-G)**

### **F. Outreach Update**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F and provided a few highlights from the Outreach Update Memo. Outreach continued throughout the holidays with ongoing meetings with AT&T. Executive Director Edson met the Sheriff Villanueva and provided an introduction to LA-RICS. In addition, meetings were held with Chief Kang of Gardena Police Department as well as meetings with representatives from Mexico Channel 15. LA-RICS attended a Cluster Area Review (CAR) Meeting with the Board of Supervisors (BOD) Justice Deputies to discuss an LMR site for approval. There was also a meeting with Park & Recreations staff regarding the feasibility of an alternate site for RPV1. Lastly, LA-RICS Communications Team is working on finalizing the next release of The Network, LA-RICS newsletter.

There was no further discussion.

### **G. PSBN Onboarding Update**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated the transition planning of the PSBN sites to AT&T continues. First transport is expected in early January. As part of the PSBN transition of sites, temporary shut down during transition is expected. We notified member agencies of that shut down in December. Lastly, device vendor discussions continue in an effort to provide the best possible options for LA-RICS Member agencies currently using the PSBN.

There was no further discussion.

## **VIII. ADMINISTRATIVE MATTERS (H)**

### **H. APPROVE AMENDMENT NO. 35 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**



Contracts Manager Jeanette Arismendez presented Agenda Item H and recommended the Board:

1. Find that the design, construction, implementation, operation, and maintenance of 35 PSBN sites identified in Enclosure 1 (Site List) to the Board Letter, from which the 26 PSBN Round 2 Sites will be selected, and execution of Amendment No. 35 to Agreement for the PSBN are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project.
2. Approve and delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 35 to Agreement for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure 2 (Amendment No. 35) to the Board Letter, which revises the Agreement to reflect the following:
  - a. Extend the Initial Term of the Agreement commencing on February 1, 2019, and terminating following the expiration of the one (1) year PSBN Round 2 Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority and achieves PSBN Round 2 Site Implementation Phase Acceptance, unless sooner terminated or extended, in whole or in part.
  - b. Perform all Work necessary to incorporate nine (9) PSBN Sites to be collocated at certain LMR System Sites (collectively PSBN Round 2 Collocation Sites), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) for a cost increase in the amount of \$6,724,617.
  - c. Procure and supply all PSBN Components for 17 PSBN Round 2 Urban Sites for a cost increase in the amount of \$2,411,489.
  - d. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation).
  - e. Reconcile certain equipment and shift costs to PSBN Round 2 for a cost decrease in the amount of \$4,558,480.
  - f. Increase the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785.



3. Delegate Authority to the Executive Director to execute Amendment No. 35, in substantially similar form to the Enclosure 2 (Amendment No. 35).

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

Ayes 9: Chidester, Ortiz, Nunley, Curley, Geiger, Bundesen, Gialamas, Haberle and Perez

Alternate Chair Gialamas complimented Executive Director Edson and the staff at LA-RICS and stated for the Board Members that may not have been aware, there was a great deal of work that went into this particular motion, such as negotiating with Motorola and working closely with our grant agencies to organize funds appropriately. Alternate Chair Gialamas wanted to take the opportunity to acknowledge staff and extend his appreciation for their effort. Executive Director Edson also extended acknowledgement and thanked the LA-RICS and Motorola staff.

- IX. MISCELLANEOUS – NONE**
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XI. CLOSED SESSION REPORT – (NO CLOSED SESSION OCCURRED)**
- XII. ADJOURNMENT and NEXT MEETING:**

The Board meeting adjourned at 9:27 a.m., and the next meeting will be held on Thursday, February 7, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

## Executive Summary

April 3, 2019

### LTE Update

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

### LMR Update

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

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

**LA-RICS GRANT STATUS**

<b>Grant</b>	<b>Award</b>	<b>Costs Incurred/NTP Issued</b>	<b>Invoiced / Paid</b>	<b>Remaining Balance</b>	<b>Performance Period</b>
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	\$32,300,697	\$-	\$34,763,750	5/31/20
UASI 18	\$35,000,030	\$27,429,359	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$7,430,051	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$123,535,990	\$120,429,247	\$34,210,753	9/30/20

**STATUS OF NPSBN AGENCY ONBOARDING**

<b>Agency</b>	<b>Onboarding Status</b>	<b>PSBN Units Installed and Activated</b>	<b>FirstNet Routers installed and activated or swapped</b>
LASD	The Board of Supervisors approved the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	3330	0
LACoFD	The Board of Supervisors will soon approve the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	1000	102

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 58 sites. Additionally, the Authority is analyzing twenty six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

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

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

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.  
LTE - Motorola Solutions, Inc.



**Monthly Report No. 81**

**For January, 2019**

**Submitted January 30, 2019**

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# LTE UPDATES

## Site/Civil/Closeout

- No new activity

## Operations/Governance

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

## LTE 1 Updates

- The LTE Round 1 program has been completed, tested and is completing the transition to AT&T FirstNet. Final SAA negotiations continue with AT&T and site owners and AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

## Special Events

- No new activity.

## LTE 2 Updates

- LA-RICS is currently implementing PSBN Round 2 as approved by NTIA. Architectural and Engineering Site Surveys have completed for the first 7 NTP'd Sites. Site sketches were completed, redlined, and approved by all appropriate organizations. Completed Site Sketches have been provided for the seven sites, as have draft ZDs. These are under review by AT&T. Once approved, work will start on CDs.
- The Authority is continuing their focus to complete 13 of the 26 by June 2019 with the remainder to be completed by June 2020.
- AT&T and the Authority are working to create a joint Site Access/Lease Agreement that allows for the assignability of the assets to AT&T once initial construction is complete and NTIA approves the asset transfer from LA-RICS to AT&T. Additionally, the Authority is engaged in the Q4 COLT work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering (C&E) to ensure the schedule and scope of work are identified appropriately. The key items for the month are the following:
  - Site Design and Layout
  - Bill of Materials
  - Site Acceptance Requirements
  - Real Estate/Acquisition/SAA's
  - Utility Location
  - Environmental Surveys
  - Topo Surveys
  - A&E Site Walks
  - Site Sketches
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance. Environmental analysis in support of CEQA categorical exemption was conducted for 37 LTE2 sites, and draft notices of exemption and exemption worksheets were developed for consideration by the Board on January 24, 2019.
- An initial draft of Supplemental EA #3 (SEA3) was submitted to NTIA on November 18 with minimal comment received from NTIA on December 4. In support of compliance with Section 106 of the National Historic Preservation Act, a revised request for three SEA3 sites to be excluded from SHPO review was submitted to NTIA on November 18. NTIA concurred with our determination on November 20. The Tower Construction Notification System (TCNS) process was initiated with data for 12 SEA3 sites on December 4. The U.S. Government shutdown delayed the 30-day completion clock for this effort, which was resumed January 28, 2019. To date approximately 70 responses to TCNS have been received from federally recognized Tribes, and these are being processed in concert with NTIA staff. Upon completion of TCNS, the Authority will submit 12 FCC 620/621 forms to SHPO for review and concurrence. A draft biological assessment was submitted to NTIA on December 9, with comments received on December 17. Authority staff are currently reviewing this document prior to the Authority's submitting the BA to U.S. Fish and Wildlife Service.
- The environmental team continues to evaluate the sites that are not in SEA3, including USFS sites (potential collocation to LMR-built towers). Correspondence with the U.S. Forest Service has been initiated regarding the feasibility of an LTE2 build in the Forest.
- Site walks for the remaining sites are being (i.e., those not in SEA3 or in the Forest) are being scheduled. The environmental team continues to meet with NTIA management to optimize the environmental review process.

**LTE2 SITES**



# LMR UPDATES

## Environmental Update

- Attended the JPA Board meeting on January 24.
- Attended site visit to identify an alternate site to Site RPV1 at a county golf course in the City of Rancho Palos Verdes on January 9.
- Continued preparation of a Visual Impact Assessment for the USFS for LMR sites proposed for installation on the Angeles National Forest.
- Revising the draft Biological Assessment addressing LMR sites proposed for installation on the Angeles National Forest.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 909 persons as of January 7.

## Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. The Authority is finalizing the CDP package for LACF072, and exemption packages for CPK and TOP, for review by the owners prior to submission to DRP. The Team has continued to monitor the web-based portal for tracking permits with The LA-County Department of Public Works (EPIC-LA) and has pressured MSI to return comments as quickly as possible, so that permits may be issued.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the Angeles National Forest was submitted on November 18, 2018. The Forest had scheduled a meeting for January 14, 2019 to determine path forward to SUP issuance. However, the U.S. Government shutdown precluded this meeting which we anticipate will be rescheduled by the Forest. Eleven of the 12 sites on the Forest that require geotech have now had geotech completed, however, one site (MTL2) is still pending. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site (FRP) which is closed due to snow.

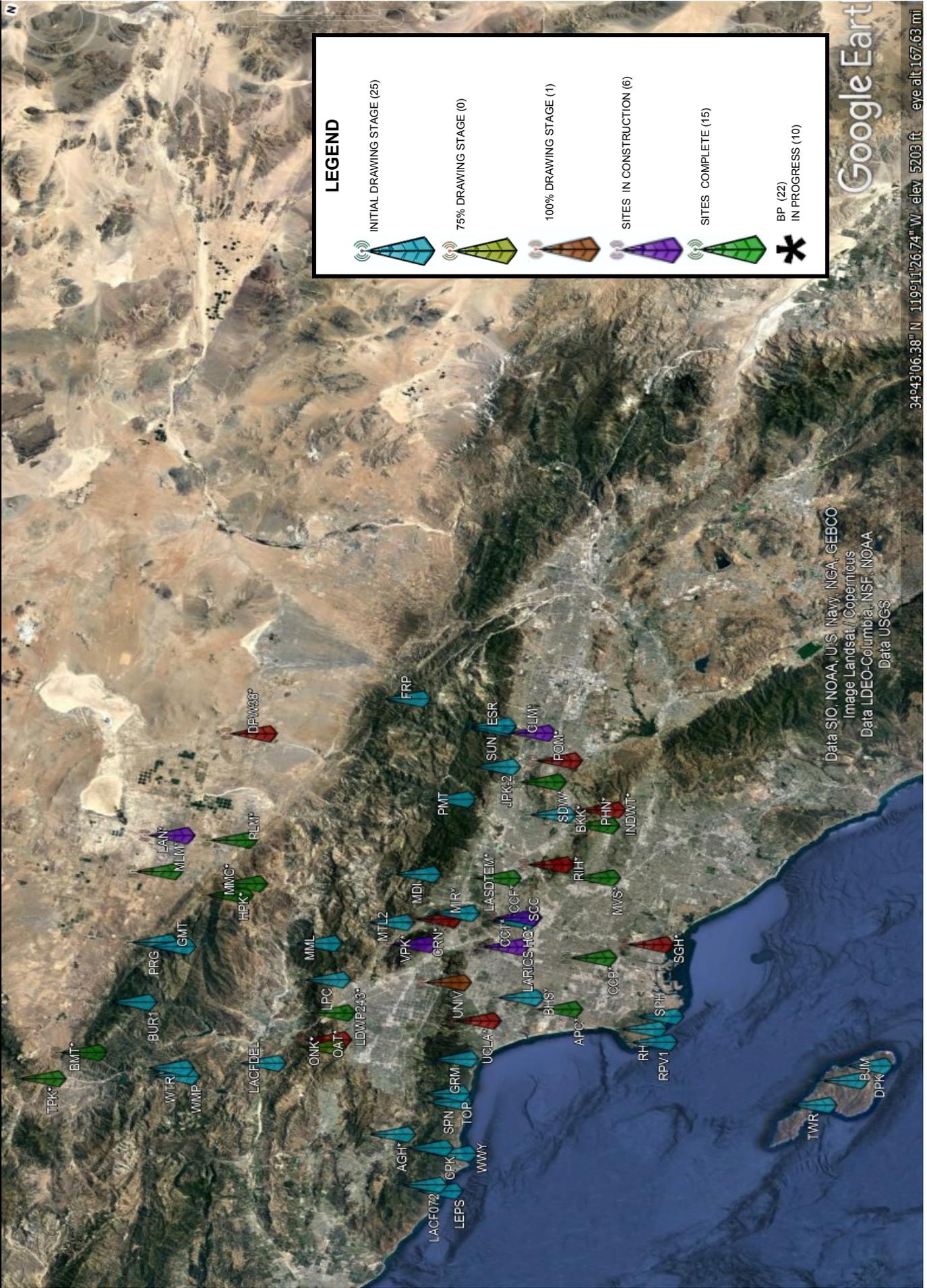
## Budget

- Only one LMR site remains to be Trued-up, (ESR). ESR is expected to be reconciled in January of 2019, pending results from tower and foundation analysis.

## Site/Civil

- The Authority and MSI are focused on meeting UASI 16 spending plans and have also begun construction and equipment orders on UASI 17 sites.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-three (33) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, RIH, AGH, BKK, MIR, BHS, and UNIV) have been submitted and approvals have been received for twenty-six (26) of the thirty-three sites. Below is an update of the remaining LMR sites and their projected permit submission dates.  
  
SPN 6/20/19, TWR 6/19/19, TOP 3/21/19, CPK 5/29/19, DPK 6/19/19, BJM 6/20/19, WWY 6/19/19, LACF072 8/2019, RPV01 4/29/19, JPK2 3/6/19, LACFDEL 4/29/19, LPC 3/21/19, WMP 3/21/19, PMT 3/29/19, FRP 4/8/19, MDI 5/6/19, WTR 5/6/19, ESR 3/6/19, BUR1 4/19/19, MML 4/19/19, MTL2 5/6/19, GMT 3/21/19, PRG 3/21/19, GRM 6/19/19, RHT 3/20/19, SPH 6/19/19.
- As of 11/28/2018 thirty-six (36) executed SAA's are in place.

# LMR SITES



**LEGEND**

- INITIAL DRAWING STAGE (25)
- 75% DRAWING STAGE (0)
- 100% DRAWING STAGE (1)
- SITES IN CONSTRUCTION (6)
- SITES COMPLETE (15)
- BP (22)  
IN PROGRESS (10)

Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
 Image Landsat/Copernicus  
 Data LDEO-Columbia, NSF, NOAA  
 Data USGS

Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye alt 167.63 mi



## **Monthly Report #65**

**Reporting Period: 12/20/18 thru 1/23/19**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK,GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

**This report covers the period from 12/20/18 thru 1/23/19**

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

makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings.

The primary Phase 1 activities for this period include:

**LMR System Design**

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

**Site Design Activities**

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

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

Authority’s efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority’s Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 33 (out of 60) Site Access Agreements have been executed.

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is seeing results due to the teamwork at the Drawing Summit. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreement, A&E drawings, Building Permit Submissions, and construction starts and Change Order approvals. Individual site environmental approvals may impact geotechnical investigations. These delays continue

LMR Project Dashboard			
Category	Rating	Change	Comments
			to negatively impact the schedule. All parties to this contract are working on plans and negotiations are underway to pull dates in to meet funding requirements. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced to date while simultaneously limiting the number of revisions necessary prior to approval. The Authority continues with improvements to consultant driven delays and process disruptions.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process

Activity Name	Activity Status
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
<b>LMR System Design</b>	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (	In Process
Provided updated USFS tower elevations	In Process
<b>Site Design, Zoning and Permitting</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (33/59 Sites submitted; 25/59 Sites Received)	In Process
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
<b>Construction</b>	
23/59 Sites Construction Complete or Under Construction	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAAs (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process

Activity Name	Planned Status
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>Staging</b>	
UASI18 Sites – June, 2018 (forecast)	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

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

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process

Activity Name	Planned Status
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active

Title	Assigned	Impact	Risk Description	Status
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

#### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

#### 5. Disputes and Claims

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

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

#### 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)

Contract Sum Full Payable Amount (Amendment 36)	167,616,559
Cumulative Invoice Payments from Last Report	78,911,239
Total Invoice Payments This Period	3,805,782
Remaining Amount to be Paid	84,899,538

## 7. LA-RICS Master Schedule

The current P6 baseline schedule is titled “LMR IMS and Site Project Schedule\_DD21-Oct-2017”. Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

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

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

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

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.  
LTE - Motorola Solutions, Inc.



**Monthly Report No. 82  
For February, 2019  
Submitted February 25, 2019**

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# LTE UPDATES

## Site/Civil/Closeout

- No new activity

## Operations/Governance

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

## LTE 1 Updates

- The LTE Round 1 program has been completed, tested and is completing the transition to AT&T FirstNet. Final SAA negotiations continue with AT&T and site owners and AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

## Special Events

- No new activity.

## LTE 2 Updates

- LA-RICS is currently implementing PSBN Round 2 as approved by NTIA. Architectural and Engineering Site Surveys have completed for the first 7 NTP'd Sites. Site sketches were completed, redlined, and approved by all appropriate organizations. Completed Site Sketches have been provided for fifteen sites, while the seven sites have draft ZDs which have been reviewed and are proceeding in design. Geotechnical reports are being scheduled for the first seven sites. When completed, the geotechnical reports will provide essential information needed to complete construction drawings (CDs). An agreement with Motorola has been negotiated for design, construction and installation services for sites being collocated with LMR in the Angeles national Forest, which is pending execution by Motorola.
- The Authority is continuing their focus to complete 13 of the 26 by June 2019 with the remainder to be completed by June 2020.
- AT&T and the Authority are working to create a joint Site Access/Lease Agreement that allows for the assignability of the assets to AT&T once initial construction is complete and NTIA approves the asset transfer from LA-RICS to AT&T. Additionally, the Authority is engaged in the Q4 COLT work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering (C&E) to ensure the schedule and scope of work are identified appropriately. The key items for the month are the following:
  - Site Design and Layout
  - Bill of Materials
  - Site Acceptance Requirements
  - Real Estate/Acquisition/SAs
  - Utility Location
  - Environmental Surveys
  - Topo Surveys
  - A&E Site Walks
  - Site Sketches
- Environmental analysis in support of CEQA categorical exemption was conducted for 35 LTE2 sites, which the Board approved on January 24, 2019.
- An initial draft of Supplemental EA #3 (SEA3) was submitted to NTIA on November 18 with minimal comment received from NTIA on December 4. In support of compliance with Section 106 of the National Historic Preservation Act, a revised request for three SEA3 sites to be excluded from SHPO review was submitted to NTIA on November 18. NTIA concurred with our determination on November 20. The Tower Construction Notification System (TCNS) process was initiated with data for 12 SEA3 sites on December 4. The U.S. Government shutdown delayed the 30-day completion clock for this effort, which was resumed January 28, 2019. TCNS was completed February 15 for 12 sites and FCC Form 620/621 were submitted for these sites to SHPO on February 18. The biological assessment for the SEA3 sites was submitted to U.S. Fish and Wildlife Service on January 31, triggering their 30-day review period.
- The environmental team continues to evaluate the sites that are not in SEA3, including USFS sites (potential collocation to LMR-built towers). Correspondence with the U.S. Forest Service has been initiated regarding the feasibility of an LTE2 build in the Forest.
- Site walks for the remaining sites are being (i.e., those not in SEA3 or in the Forest) are being scheduled.
- The environmental team continues to meet with NTIA management to optimize the environmental review process.

**LTE2 SITES**



# LMR UPDATES

## Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports, and attend a weekly compliance meeting.
- Submitted re-consultation letters to USFWS addressing polygon changes at Site CPK and RHT on February 15, 2019.
- Continued preparation of a Visual Impact Assessment for the USFS for LMR sites proposed for installation on the Angeles National Forest.
- Revising the draft Biological Assessment addressing LMR sites proposed for installation on the Angeles National Forest.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 942 persons as of February 19.

## Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. The Authority is finalizing the CDP package for LACF072, and exemption packages for CPK and TOP, for review by the owners prior to submission to DRP. The Team has continued to monitor the web-based portal for tracking permits with The LA-County Department of Public Works (EPIC-LA) and has pressured MSI to return comments as quickly as possible, so that permits may be issued.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the Angeles National Forest was submitted on November 18, 2018. The Forest had scheduled a meeting for January 14, 2019 to determine path forward to SUP issuance. However, the U.S. Government shut-down precluded this meeting which we anticipate will be rescheduled by the Forest. Eleven of the 12 sites on the Forest that require geotech have now had geotech completed, however, one site (MTL2) is still pending. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site (FRP) which is closed due to snow.

## Budget

- Only one LMR site remains to be Trued-up, (ESR). ESR is expected to be reconciled in March 2019. The foundations passed and the tower failed as specific elevations, which has prompted another meeting with the site owner to potentially relocate and, or downsize existing antennas, which may allow the tower to pass structural analysis. The True-up of ESR is dependent upon understanding the tower scope.

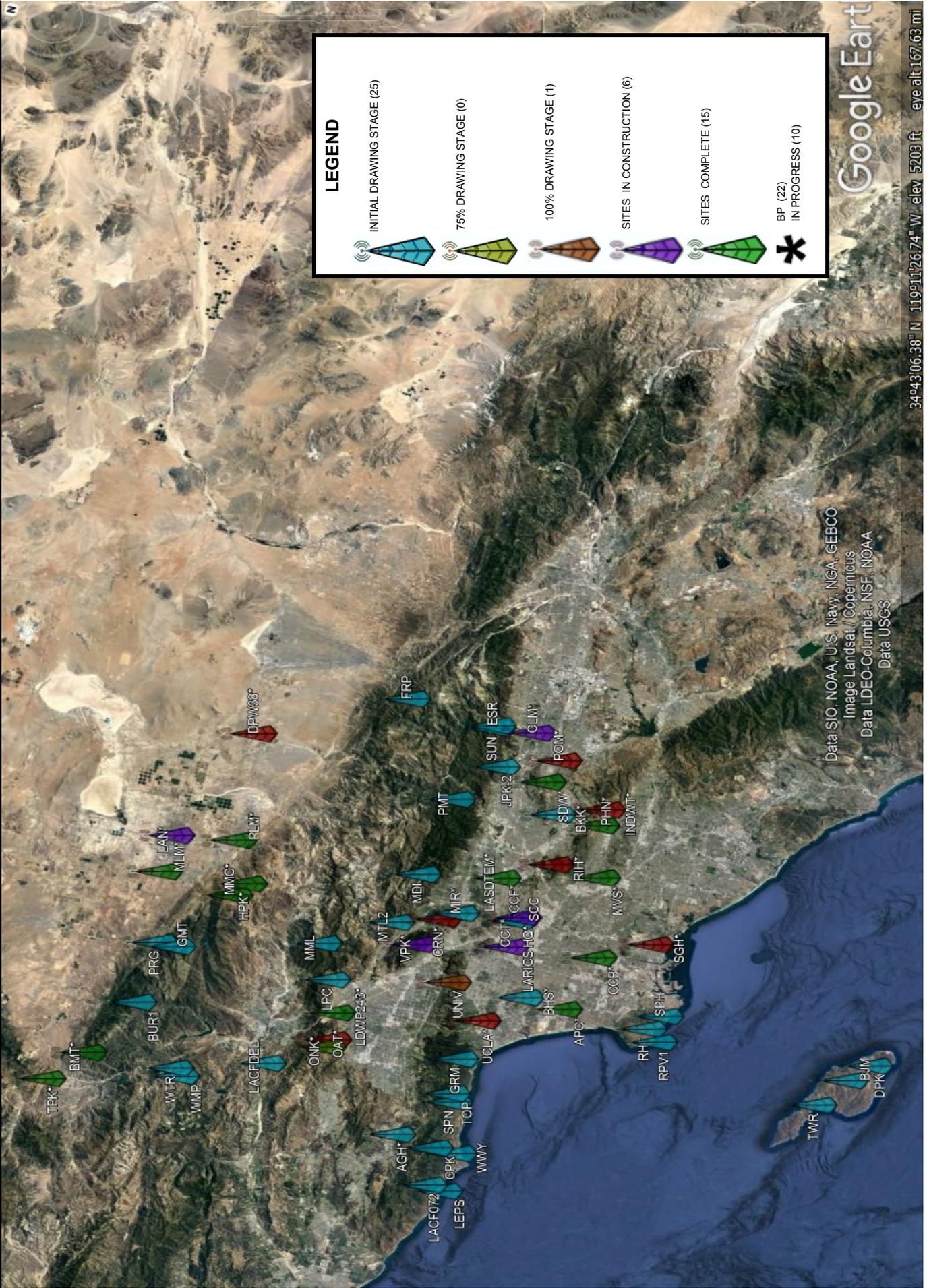
## Site/Civil

- The Authority and MSI are focused on meeting UASI 16 spending plans are drawing to completion of construction. Equipment orders for UASI 17 sites have been placed and much of the equipment is already in market. An NTP for UASI 18 equipment has not been issued, pending resolution on Channel 15 interference on Western LA County.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-three (33) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, UCLA, RIH, AGH, BKK, MIR, BHS, and UNIV) have been submitted and approvals have been received for twenty-six (29) of the thirty-three sites. Below is an update of the remaining LMR sites and their projected permit submission dates.

SPN 6/20/19, TWR 6/19/19, TOP 3/21/19, CPK 5/29/19, DPK 6/19/19, BJM 6/20/19, WWY 6/19/19, LACF072 8/2019, RPV01 4/29/19, JPK2 3/6/19, LACFDEL 4/29/19, LPC 3/21/19, WMP 3/21/19, PMT 3/29/19, FRP 4/8/19, MDI 5/6/19, WTR 5/6/19, ESR 3/6/19, BUR1 4/19/19, MML 4/19/19, MTL2 5/6/19, GMT 3/21/19, PRG 3/21/19, GRM 6/19/19, RHT 3/20/19, SPH 6/19/19.

- As of 2/22/2019 thirty-six (36) executed SAA's are in place.

# LMR SITES



**LEGEND**

- INITIAL DRAWING STAGE (25)
- 75% DRAWING STAGE (0)
- 100% DRAWING STAGE (1)
- SITES IN CONSTRUCTION (6)
- SITES COMPLETE (15)
- BP (22)  
IN PROGRESS (10)

Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
 Image Landsat/Copernicus  
 Data LDEO-Columbia, NSF, NOAA  
 Data USGS

Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye alt 167.63 mi



## **Monthly Report #66**

**Reporting Period: 1/24/19 thru 2/21/19**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK,GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

**This report covers the period from 1/24/19 thru 2/21/19**

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

makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings.

The primary Phase 1 activities for this period include:

### **LMR System Design**

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

### **Site Design Activities**

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs. The new "Drawing Summit" process has been in effect for twelve weeks. This entails key decision makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings. To-date, 33 of 59 permit packages have been.

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

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (34 out of 59) Site Access Agreements have been executed.

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

### **Pre-Construction Activities**

Pre-construction activities were undertaken at CRN and OAT.

### **Construction Activities**

During this reporting period, Phase 2 tasks continue. 24 of 59 sites are constructed or under construction. SGH work continues while LA-RICS resolves easement dispute. UASI 16 sites are the central focus (CRN, VPK, SGH, and POM). To-date, 8 of 41 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, and VPK. (The initial tower section has been installed at CRN.) 9 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK and CRN. 10 of 15 Existing Tennant Improvement shelters are complete and 1 of 23 Cinder-block CMU shelters are complete.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is seeing results due to the teamwork at the Drawing Summit. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreement, A&E drawings, Building Permit Submissions, and construction starts and Change Order approvals. Individual site environmental approvals may impact geotechnical investigations. These delays continue to negatively impact the schedule. All parties to this contract are working on plans and negotiations are underway to pull dates in to meet funding requirements. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced to date while simultaneously limiting the number of revisions necessary prior to approval. The Authority continues with improvements to consultant driven delays and process disruptions.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

## 2. Project Status

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

## 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
<b>LMR System Design</b>	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (	In Process
Provided updated USFS tower elevations	In Process
<b>Site Design, Zoning and Permitting</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (33/59 Sites submitted; 25/59 Sites Received)	In Process
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
<b>Construction</b>	
23/59 Sites Construction Complete or Under Construction	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process

Activity Name	Planned Status
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>Staging</b>	
UASI18 Sites – June, 2019 (forecast)	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

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

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process

Activity Name	Planned Status
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines.	Active

Title	Assigned	Impact	Risk Description	Status
			Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

#### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

#### 5. Disputes and Claims

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

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
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None at this time		
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## 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 36)	167,616,559
Cumulative Invoice Payments from Last Report	82,717,021
Total Invoice Payments This Period	0
Remaining Amount to be Paid	84,899,538

## 7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule\_DD21-Oct-2017". Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

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

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

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

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc. and David  
Evans & Associates



**Monthly Report No. 83**

**For March, 2019**

**Submitted March 18, 2019**

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# LTE UPDATES

## Site/Civil/Closeout

- No new activity

## Operations/Governance

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

## LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

## Special Events

- No new activity.

## LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the intended 26 LTE2 sites, the 9 sites in the Angeles National Forest (ANF) will be designed and built by Motorola, the contract for this scope was executed on January 24 with an NTP for Phase 1 design activities issued on March 5. The remaining 17 sites will be designed by David Evans and Associates, 15 of which have been NTP'd to date. Of the 15 sites that have been NTP'd 8 are at the site sketch stage while 7 are in the ZD stage. Geotechnical drilling has been conducted for 2 sites so far, with 9 more to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings.
- Efforts to secure site access agreements for LTE2 sites are ongoing. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. A major focus for the month of March is the definition of key site design and site acceptance standards to be employed at all LTE2 sites. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner. Other items under discussion include:
  - Site Design and Layout
  - Bill of Materials
  - Real Estate Acquisition/Site Access Agreements
  - Utility Location
  - Environmental Surveys
  - Land Surveys
  - Architectural & Engineering Processes
  - Zoning Drawings
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
- An initial draft of Supplemental EA #3 (SEA3) was submitted to NTIA on November 18, 2018 with minimal comment received from NTIA on December 4. The TCNS process closed out February 15 and 12 FCC 620/621 forms associated with SEA3 sites were submitted to SHPO on February 18 in support of compliance with Section 106 of the National Historic Preservation Act. The biological assessment completed internal review and was submitted January 31 to USFWS, concurrence with the determinations made in that document was received from the Ventura and Carlsbad Fish and Wildlife Offices of USFWS on February 28.
- The environmental team continues to evaluate sites for subsequent SEA groups, including U.S. Forest Service (USFS) sites (potential collocation to LMR-built towers). Correspondence with the USFS has been initiated regarding the feasibility of an LTE2 build in the Angeles National Forest (ANF).
- Site walks for the remaining sites (i.e., those not in SEA3 or in the ANF) are being scheduled. The environmental team continues to meet with NTIA management to optimize the environmental review process.

**LTE2 SITES**



# LMR UPDATES

## Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports, and attend a weekly compliance meeting.
- Received concurrence from USFWS on the proposed polygon change at Site CPK on February 28.
- Continued preparation of a Visual Impact Assessment for the USFS for LMR sites proposed for installation on the ANF.
- Revising the draft Biological Assessment and preparing a Biological Evaluation addressing LMR sites proposed for installation on the ANF.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 942 persons as of February 19.
- Attended a site visit on February 22 to photograph the proposed LMR sites on Santa Catalina Island in support of coastal development permitting for these sites.
- Attended an in-person meeting with ANF staff on February 27.

## Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. The Authority is finalizing a power study for review by County Fire Facilities staff prior to completion of the CDP package for presentation to County Fire Command staff for LACF072, and MSI is preparing exemption packages for CPK and TOP, for review and consent by the owners prior to submission to DRP.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate. Jacobs is finalizing biological, cultural and visual resources technical documents to meet ANF compliance needs. Geotechnical drilling is complete at 11 of the 12 sites in the ANF. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site, FRP, which is closed due to snow.

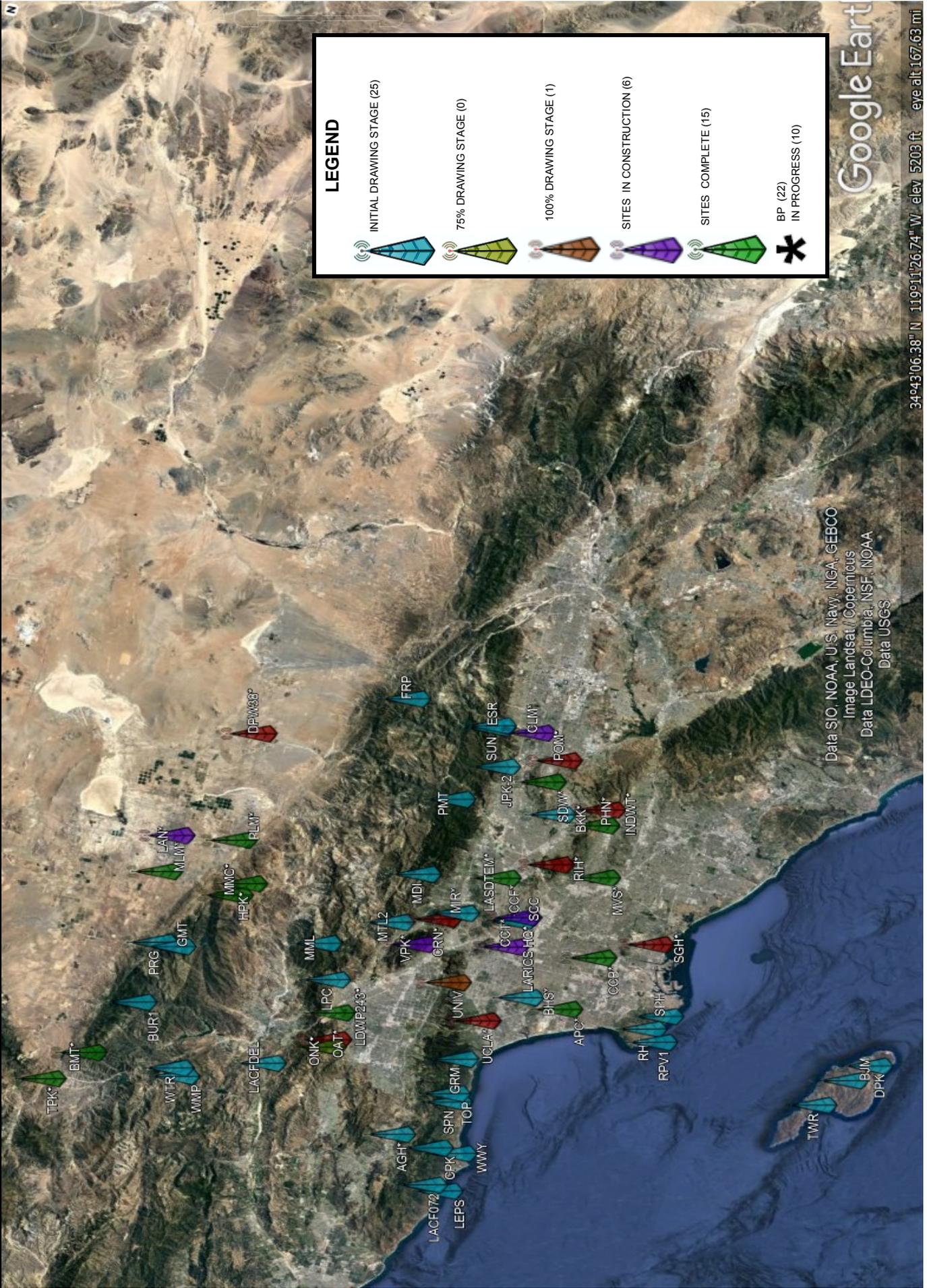
## Budget

- ESR is final LMR site pending True-up. The structural foundations passed at ESR, but the tower steel failed based on the proposed LA-RICS installation and the tower owners items expected to remain on the tower. Meetings with the owner are scheduled during March to potentially relocate and, or downsize existing antennas, which may allow the tower to pass structural analysis. The True-up of ESR is dependent upon understanding the tower scope.

## Site/Civil

- The Authority and MSI are focused on meeting UASI 16 spending plans and have also begun construction and equipment orders on UASI 17 sites.
- Three of the sites in the LMR network are undergoing design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and is now identified as RPVT.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-two (32) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, and RIH) have been submitted and approvals have been received for twenty eight (28) of the thirty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 02/23/2019.  
SPN 7/31/19, TWR 6/4/20, TOP 4/8/19, CPK 7/12/19, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/16/19, JPK2 9/9/19, LACF-DEL 6/21/19, LPC 9/9/19, WMP 9/9/19, PMT 9/9/19, FRP 9/9/19, MDI 9/9/19, WTR 9/9/19, ESR 9/9/19, BUR1 9/9/19, MML 9/9/19, MTL2 9/9/19, GMT 9/9/19, PRG 9/9/19, GRM 6/1/20, RHT 7/3/19, SPH 12/10/19, UNIV 06/28/19
- As of 3/18/2019 thirty-six (36) executed SAA's are in place.

# LMR SITES



**LEGEND**

- INITIAL DRAWING STAGE (25)
- 75% DRAWING STAGE (0)
- 100% DRAWING STAGE (1)
- SITES IN CONSTRUCTION (6)
- SITES COMPLETE (15)
- BP (22)  
IN PROGRESS (10)

Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
 Image Landsat/Copernicus  
 Data LDEO-Columbia, NSF, NOAA  
 Data USGS

Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye alt 167.63 mi



## **Monthly Report #67**

**Reporting Period: 2/22/19 thru 3/15/19**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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## 1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed "Early Equipment", "Specified Equipment and System on Wheels", and "Station B Equipment", "Frequency Licensing", "UPS System", and "Portable Radios, Consolettes and Consoles", "Portable Radio Equipment", alternate sites "Project Descriptions", "Frequency Licensing for the Base System", "Bridge Warrant for Early", "Retuning of SOW & Station B UHF Frequencies", "Project descriptions for Nine Potential Replacement Sites" and "LMR System Redesign and Relocation of Core 2".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK,GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

**This report covers the period from 2/22/19 thru 3/22/19**

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

makers working together to expedite and accelerate the design and approval of the remaining site drawings.

The primary Phase 1 activities for this period include:

### **LMR System Design**

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring site measurements and data evaluation, evaluating the potential for condensed testing and training, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. As site changes develop (fallout or are added) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

### **Site Design Activities**

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, Site Access Agreement exhibits, Zoning Drawing and applications development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs. "The initial phase of the 'Drawing Summit' process lasted twelve weeks, through the end of December, 2018." The second phase of the "Drawing Summit" involves meeting twice per week to jointly review unfinished drawings. These supplemental joint drawing reviews are scheduled, specifically to further develop of Coastal and US Forest Service Construction Drawings. These activities entail key decision makers working together, to expedite and accelerate the design and approval of the remaining site drawings. To-date, 33 of 59 permit packages have been submitted for permit approvals, with permits received for 27 of 33 submissions.

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

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (36 out of 59) Site Access Agreements have been executed.

In late February, feedback was received on the US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos.

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

### **Pre-Construction Activities**

Pre-construction activities were undertaken at DPW38 and INDWT.

### **Construction Activities**

During this reporting period, Phase 2 tasks continue. 26 of 59 sites are constructed or under construction. UASI 16 sites are completed (CRN, VPK, SGH, and POM). To date: 9 of 41 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, and CRN; 9 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK and CRN; 10 of 15 Existing Tenant Improvement shelters are complete; and 1 of 23 Cinder-block CMU shelters are complete.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. MSI and the Authority continue to see slips in individual site schedules in this period. There are a host of issues causing various missed forecast dates, for example road conditions at MTL2 have delayed the geotech activity; at RIH construction start was impacted by SAA negotiations, RPV01 was moved to RPVT, turn around durations on drawing comments, and drawing quality issues have also slowed progress beyond projections. All parties to this contract are working on plans and negotiations are underway to pull dates in to meet funding requirements. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment. The Authority issued a stop work order on installation of additional Ch. 15 equipment until further direction.
Quality			The construction drawing, review, and approval process continues to be challenging. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times, "Drawing Summit" meetings; in where focus on the quality of the drawings and insistence that pertinent comments are incorporated seems to have reduced the number of revisions necessary prior to approval.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. The ESR site still must be reconciled through the true-up process, since it is the final site to be "trued-up."

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
<b>LMR System Design</b>	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Measurements	In Process
Provided updated USFS tower elevations	In Process
<b>Site Design, Zoning and Permitting</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (33/59 Sites submitted; 27/59 Sites Received)	In Process
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
<b>Construction</b>	
26/59 Sites Construction Complete or Under Construction	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

### 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development, additional VHF	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>Staging</b>	
UASI18 Sites – June, 2019 (forecast)	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

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

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign Baseline site parameters & redesign development, Ch.15	In Process
Contract True-up of site ESR (Pending MSI tower analysis)	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	In Process

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Motorola & Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Motorola & Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental	Active

Title	Assigned	Impact	Risk Description	Status
			releases from FEMA are required to start work at sites.	
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. MSI continues to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements prior to planned construction dates. Thus far the only impact has been RIH.	Active
Project Schedule	Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress.	Active

#### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

## 5. Disputes and Claims

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

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

## 6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 36)	167,672,896
Cumulative Invoice Payments from Last Report	82,717,021
Total Invoice Payments This Period	15,741
Remaining Amount to be Paid	89,940,134

## 7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule\_DD21-Oct-2017". Weekly variance reports are distributed, reviewed, and discussed at weekly meetings. The Variance reports do not report against baseline just the week(s) prior dates.

(See attached LMR Executive Project Summary Snapshots)



**LOS ANGELES REGIONAL INTEROPERABLE  
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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2019

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 printed name and title.

**STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS  
AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK**

The purpose of this discussion item is to update your Board on the status of Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) for the quarter ended December 31, 2018.

Attachment

GS:pdd

Los Angeles Regional Interoperable Communication Systems Authority (LA-RICS)  
Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN)  
October 1, 2018 through December 31, 2018

				<u>Fund V5A</u>
<b>Cash Balance, Beginning as of 10/1/18</b>				\$ 5,751,692.73
Description	Unit	Record Date	Amount	
<b>Receipts:</b>				
INTEREST ALLOCATION FOR THE MONTH ENDING September 30, 2018		10/01/18	4,065.30	
INTEREST ALLOCATION FOR THE MONTH ENDING October 31, 2018		11/01/18	11,339.32	
INTEREST ALLOCATION FOR THE MONTH ENDING November 30, 2018		12/01/18	<u>8,189.68</u>	
<b>Total Receipts</b>				<u>23,594.30</u>
<b>Total Beginning Cash Balance and Receipts</b>				\$ 5,775,287.03
<b>Disbursements:</b>				
FY18/19-1658	55902	10/17/18	412.18	
FY18/19-1666	55902	11/01/18	120,000.00	
FY18/19-1659	55902	11/04/18	206.89	
FY18/19-1660	55902	11/04/18	6,825.00	
FY18/19-1660	55902	11/04/18	57.68	
FY18/19-1675	55902	11/12/18	333.64	
FY18/19-PW01	55902	11/16/18	7,057.14	
FY18/19-PB03	55902	11/16/18	4,781.17	
FY18/19-SH06	55902	11/16/18	1,591.90	
FY18/19-SH05	55902	11/16/18	659.59	
FY18/19-1676	55902	11/18/18	8,190.00	
FY18/19-1686	55902	12/13/18	778.49	
FY18/19-FR11	55902	12/14/18	<u>14,461.05</u>	
<b>Subtotal - Member Funded JPA Operations Costs</b>				165,354.73
FY18/19-1653	55906	10/15/18	85,507.75	
FY18/19-1666	55906	11/01/18	82,632.12	
FY18/19-PB03	55906	11/16/18	3,942.28	
FY18/19-SH05	55906	11/16/18	6.30	
FY18/19-FR04	55906	11/16/18	18,921.00	
FY18/19-FR01	55906	11/16/18	24,441.30	
FY18/19-1668	55906	11/19/18	32,824.75	
FY18/19-1680	55906	12/16/18	<u>18,710.75</u>	
<b>Subtotal - LTE Administrative Costs</b>				266,986.25
FY18/19-1651	55908	10/19/18	6,560.00	
FY18/19-1661	55908	11/04/18	25.00	
FY18/19-PW01	55908	11/16/18	5,706.22	
FY18/19-PB03	55908	11/16/18	10,926.56	
FY18/19-1663	55908	11/16/18	3,116.00	
FY18/19-SH05	55908	11/16/18	1,875.96	
FY18/19-SH06	55908	11/16/18	3,827.25	
FY18/19-1669	55908	11/19/18	6,611.00	
FY18/19-FR03	55908	12/14/18	714.24	
FY18/19-PB04	55908	12/14/18	5,668.90	
FY18/19-1679	55908	12/27/18	<u>1,780.00</u>	
<b>Subtotal - LMR Administrative Costs</b>				46,811.13
<b>Total Disbursements</b>				\$ 479,152.11
<b>Ending Cash Balance, December 31, 2018</b>				<u><u>\$ 5,296,134.92</u></u>

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division  
KY 2/28/19



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SCOTT EDSON  
 EXECUTIVE DIRECTOR

April 3, 2019

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:

<b>Municipality</b>	<b>Meeting Date</b>
<i>Meetings with representatives from AT&amp;T</i>	Jan. 21 & 29; Feb. 4, 11 18 & 25; Mar 4, 11 & 18, 2019
<i>Meeting with representatives from Cal OES</i>	January 23, 2019
<i>Meeting with representatives from City of Los Angeles</i>	January 24, 2019
<i>Meeting with ICI Executive Director</i>	January 31, 2019
<i>Meeting with representatives from State Parks and Cal OES</i>	February 4, 2019
<i>Meetings with representatives from Motorola Solutions, Inc.</i>	February 6 & 13, 2019
<i>Meetings with representatives from Mexico Chanel 15 TV Station</i>	February 7 & March 26, 2019
<i>Attendance at National Sheriff's Association (NSA) Winter Conference</i>	February 8-12, 2019
<i>Meeting with District Attorney Bureau of Investigation Executive Management</i>	February 13, 2019
<i>Attendance at IWCE Conference</i>	March 4-8, 2019
<i>Meeting with City of Alhambra Police Department</i>	March 11, 2019
<i>Meeting with representatives from CEO Real Estate Division</i>	March 13, 2019
<i>Meeting with representatives from Sheriff's Dept. Facilities Planning Bureau</i>	March 18, 2019
<i>Meeting with ISD Management</i>	March 18, 2019

**AGENDA ITEM G**

<b><i>Meeting with City of Covina Police Chief Curley</i></b>	March 20, 2019
<b><i>Attendance at Bel Air Beverly Crest Neighborhood Council Meeting</i></b>	March 20, 2019
<b><i>Meeting with representatives from the Los Angeles County Sanitation District No. 18</i></b>	March 21, 2019
<b><i>Meeting with representatives from Ner Tamid Congregation</i></b>	March 28, 2019

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

Members of the LA-RICS Team met with representatives from California Office of Emergency Services (Cal OES) to discuss onboarding onto the LMR system.

Members of the LA-RICS Team met representatives from the City of Los Angeles to discuss planned ISSI system connectivity.

Executive Director Edson met with ICI Executive Director Ray Eddy to continue ongoing discussions regarding LMR system design.

Members of the LA-RICS Team met with representatives from State Parks and Recreation and Cal OES to discuss critical site access paths for BHS and GRM.

Executive Director Edson met with high-level representatives from Motorola Solutions, Inc., (Motorola) to discuss LMR system design.

Executive Director Edson and members of the LA-RICS Team met with representatives from Mexico Chanel 15 TV Station to continue LMR interference discussions.

Executive Director Edson attended the National Sheriff's Association (NSA) Winter Conference and provided updates on LMR and the National Public Safety Broadband Network (NPSBN) systems.

Executive Director Edson met with representatives from the District Attorney Bureau of Investigation Management to provide an update on LA-RICS.

Executive Director Edson attended the International Wireless Communication Expo (IWCE) Conference and participated in panel discussions on T-Band, FirstNet contract negotiations and Public Safety Broadband Network (PSBN) applications and devices capabilities.

Executive Director Edson met with Alhambra Police Department Deputy Chief Parra to discuss early onboarding opportunities.

Executive Director Edson and members of the LA-RICS Team met with representatives from Los Angeles Chief Executive Office Real Estate Division (CEO RED) to provide an update on LMR Site Access Agreements.

Executive Director Edson met with Internal Services Department (ISD) Manager Dean Gialamas to discuss transition oversight of Long Term Evolution (LTE) County sites to AT&T.

Members of LA-RICS Team met with representatives from the Sheriff's Facilities Planning Bureau to discuss transitioning of LTE infrastructure at Sheriff's Station sites to AT&T.

Executive Director Edson and Program Director Odenthal met with Covina Police Chief Curley to discuss early onboarding opportunities.

Program Director Chris Odenthal attended the Bel Air Beverly Crest Neighborhood Council Meeting to provide an update on LA-RICS.

Member of the LA-RICS Team met with representatives from Los Angeles County Sanitation District No. 18 to continue site access discussions for LMR site RIH.

Members of the LA-RICS Team made a follow-up presentation to the Congregation Ner Tamid Synagogue in Rancho Palos Verdes regarding the upcoming construction activity at LMR Rolling Hills Transmit (RHT).

Lastly, the LA-RICS Communications Team released Volume 4, Issue 13 of the LA-RICS Newsletter on February 19, 2019.

WST:pdd



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

## NPSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of installing the AT&T FirstNet routers received from AT&T, per our business agreement. The use of these routers move users from the Public Safety Broadband Network (PSBN) to the National Public Safety Broadband Network (NPSBN). Where possible, swapped routers may be upgraded to work on the NPSBN and made available to other members.

STATUS OF NPSBN AGENCY ONBOARDING			
Agency	Onboarding Status	FirstNet Routers Allocated	FirstNet Routers Installed and Activated
LASD	The Board of Supervisors approved the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	3330	0
LACoFD	The Board of Supervisors will soon approve the MOU for the use of gratis in-vehicle routers and associated accessories agreement.	1000	102

The transition of the PSBN sites to AT&T NPSBN continues. A total of 22 sites have been transitioned to NPSBN with full transition expected by the end of July 2019.

SE:wst:pdd



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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2019

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

Dear Directors:

**APPROVE THE IMPLEMENTATION OF THE LA-RICS LAND MOBILE RADIO  
SYSTEM EARLY ONBOARDING POLICY AND MEMORANDUM OF  
UNDERSTANDING (MOU)  
(POLICY NO. 023-2018)**

**SUBJECT**

Board approval is requested to approve the LA-RICS Land Mobile Radio (LMR) System Early Onboarding Policy (Policy No. 023-2018) and corresponding Memorandum of Understanding (MOU), attached hereto, for agency use of the LMR System for early operational usage prior to Final LMR System Acceptance. The Policy and MOU will remain in place until such time of 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 require agencies to transition to a new subscription model/agreement for continued LMR System use as members/subscribers. The Joint Operations and Technical Committees (Joint Committees) approved recommending to your Board the adoption of the below Board Policy No. 023-2018.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, attached hereto as Enclosure 1 and Enclosure 2, to allow the Authority to have a policy in place for use of the LMR System for operational purposes prior to Final LMR System Acceptance.

**AGRNDA ITEM I**

2. Delegate authority to the Executive Director to execute MOUs substantially similar in form to Enclosure 2 with agencies interested in using the LMR System prior to Final LMR System Acceptance, with approval as to form from Counsel to the Authority.
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.

### **BACKGROUND**

On November 27, 2017, the Joint Committees approved recommending to your Board to form an ad hoc working group to create an Early Onboarding Policy for those agencies who demonstrate interest in using the LMR System prior to Final LMR System Acceptance for operational purposes.

On May 22, 2018, the Joint Committees approved recommending to your Board the adoption of Board of Policy No. 023-2018, known as the LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, into LA-RICS Policies. In addition, the recommendation included the request for delegated authority to the Executive Director to execute MOUs with interested agencies, and the approval and the execution of amendments to such MOUs.

The ability to onboard users onto the LMR System prior to Final LMR System Acceptance required the resolution and implementation of several policies and procedures. In light of these accomplishments, on March 19, 2019, the Joint Committees reaffirmed to present the LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU to your Board for consideration.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The approval of the recommended actions will ensure the Authority has a policy and MOUs in place to allow agencies to onboard onto the LMR System for operational purposes prior to Final LMR System Acceptance, as well as allow the Executive Director the ability to execute MOUs with agencies for such early usage of the LMR System. The Policy and MOU will remain in place until such time of 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 require agencies to transition to a new subscription model/agreement for continued LMR System use as members/subscribers.

It is necessary to implement a policy and corresponding MOU to allow agencies to use the LMR System prior to Final LMR System Acceptance for operational usage due to the fact that certain member agencies may have a need for use of the LMR System, despite the system not having achieved Final LMR System Acceptance, as it may be able to provide improved communication over some existing legacy communication systems.

The expectation is that the LMR System in its entirety will achieve Final LMR System Acceptance in 2020. However, certain member agencies may be able to benefit from using the LMR System ahead of 2020 if sites are constructed, deployed, and provide a coverage footprint within the agencies' regions.

The MOU contemplates the Authority conducting certain LMR System coverage analysis and assessment and a coverage map will be included in the MOU depicting the proposed coverage area.

Additionally, since the LMR System will not be fully constructed and deployed until 2020, there will be scheduled and potentially unscheduled downtimes. To account for this, the MOU stipulates that agencies must maintain and have available a backup and/or supplemental communications system to automatically revert to in the event of any such scheduled/unscheduled downtime.

With respect to liability issues that may arise from use of the LMR System prior to Final LMR System Acceptance, and given that the use is provided gratis to the LMR System at this time, the MOU requires agencies to indemnify the Authority for its use of the LMR System.

With respect to cost, the expectation is that the use of the LMR System prior to Final LMR System Acceptance will be provided on a gratis basis until such time as a subscription model/agreement is adopted by the Authority.

The term of the MOU is connected to either achieving 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 agency to a new subscription model/agreement for continued LMR System use.

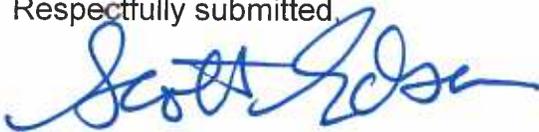
### **FISCAL IMPACT/FINANCING**

The activities contemplated in the recommended actions have 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.

**CONCLUSION**

Approval of the recommended action will allow the Authority to implement the LA-RICS Land Mobile Radio (LMR) System Early Onboarding Policy for use of the LMR System for operational usage prior to Final LMR System Acceptance, allow the Executive Director to execute MOUs with agencies interested in using the LMR System prior to Final LMR System Acceptance for operation and mission critical purposes, and approve and execute MOU amendments.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:rf:pdd

M:\LA-RICS POLICIES\Policy No. 023-2018 (LA-RICS LMR System Early Onboarding Policy)\JPA Board (2019-04-03)\1 Draft LMR System Early Onboarding MOU Board Letter\_03-27-19.docx

Enclosures

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	---	---

## 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.

**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.

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**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  
Michael Dunning  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
(323) 881-8309  
[mdunning@isd.lacounty.gov](mailto:mdunning@isd.lacounty.gov)

**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





**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 3, 2019

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

Dear Directors:

**AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE A PROCUREMENT AND  
ENTER INTO NEGOTIATIONS WITH AT&T FOR A SOLE SOURCE AGREEMENT  
FOR CELL ON LIGHT TRUCKS**

**SUBJECT**

Board approval is requested to authorize the Executive Director to (1) issue a procurement to acquire Cell on Light Trucks (CoLTs) and other equipment/services; and (2) enter into negotiations for a sole source agreement with AT&T Corp. (AT&T) to purchase certain specialized equipment, services, and training. The Executive Director will return to the Board to request approval and award of any resulting contract(s) from these efforts. Acquisition and installation for deployment of the CoLTs would carry out Objective 2, Rapid Response Vehicles, of the Authority's Project Implementation Plan (PIP) with the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA).

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Authorize the Executive Director or his designee to issue a procurement on behalf of the Authority to acquire Cell on Light Trucks (CoLTs) including certain equipment, vehicle installation services, as well as deployment services, as necessary.
  - a. Find that the County of Los Angeles procurement and contracting policies, programs, and procedures are adopted for purposes of the procurement

**AGENDA ITEM J**

and any contracts resulting from the procurement, to the extent and in the manner as will be reflected in the procurement.

- b. Authorize the Executive Director or his designee to issue addenda to the procurement that the Executive Director determines, in his discretion, are consistent with the general scope of the procurement.
2. Authorize the Executive Director or his designee to enter negotiations for a sole source agreement with AT&T to acquire certain specialized components and services which must be purchased through AT&T as AT&T is the sole vendor on the FirstNet platform that can provide these goods and services.

## **BACKGROUND**

On February 15, 2018, the Authority, submitted the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) to NOAA and NTIA, which included, among other things, three Objectives to address coverage and capacity issues throughout the Los Angeles region, particularly in mountainous areas and other areas where commercial carriers struggle to establish sites. Under Objective 2, which was approved by NOAA/NTIA, the Authority intends to procure rapid response vehicles, otherwise known as Cell on Light Trucks (CoLTs), to extend and enhance coverage and capacity beyond the static infrastructure to first responders wherever needed. CoLTs, as opposed to the Authority's Cell-on-Wheels (COWs) which are not a solution for rapid deployment, would have the ability to respond quickly and efficiently to emergencies because their size allows for greater mobility.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to allow the Executive Director to (1) issue a procurement to acquire Cell on Light Trucks (CoLTs) and other equipment/services; and (2) enter into negotiations for a sole source agreement with AT&T Corp., on behalf of itself and its Affiliates (AT&T) to purchase certain specialized equipment, services, and training. As previously noted, the Executive Director will return to the Board to request approval and award of any resulting contract(s) from these efforts.

It is necessary to issue a procurement and enter into negotiations with AT&T to procure rapid response vehicles under the LA-RICS PSBN Round 2 PIP to augment FirstNet service. Accomplishing Objective 2 of the PIP would help provide coverage and capacity to first responders during a disaster or emergency for FirstNet service.

The Authority plans to acquire the CoLTs and certain components and services as follows: a competitive procurement and a sole source agreement with AT&T. The Authority plans to issue a solicitation to the public for vehicles and specific pieces of equipment, which includes, but is not limited to, masts, generators, and batteries. If necessary, the Authority intends to enlist assistance from LASD and the County of Los

Angeles Internal Services Department (ISD) personnel as they have the expertise in procuring specialty vehicles such as CoLTs.

In addition, the Authority intends to negotiate with AT&T to enter into a sole source agreement for certain components to be installed onto the CoLTs including an AT&T certified band 14 eNode B, AT&T certified satellite modem, satellite terminal, AT&T Cradlepoint modem, and First Responder Mobility Zone (FRMZ) service and satellite service which must be purchased through AT&T. Because AT&T is the vendor for the FirstNet service, services must be purchased from AT&T. The purchase of these specific pieces of equipment and services will require the Authority to take part in a sole source agreement with AT&T. The Authority will acquire training services from both vendors for operations and maintenance.

On March 19, 2019, the Authority, transmitted a letter to the National Telecommunications and Information Administration (NTIA) seeking authorization to enter into a sole source agreement with AT&T for purchase of said equipment and services. The Authority expects a favorable outcome from NTIA and would return to your Board to request approval to award and enter into a sole source agreement should the Authority and AT&T reach an agreement.

#### **FISCAL IMPACT/FINANCING**

There is no fiscal impact with the recommended actions.

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

The Authority's counsel has reviewed the recommended actions.

#### **CONCLUSION**

Upon your 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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cc: Counsel to the Authority



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2019

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

Dear Directors:

**APPROVE A SUPPLEMENT PROFESSIONAL SERVICES AGREEMENT  
WITH AT&T CORP.**

**SUBJECT**

Board approval is requested to authorize the Executive Director to enter into a supplemental Professional Services Agreement with AT&T Corp., in connection with the Business Agreement, to allow AT&T to compensate the Authority for \$2.5 million for router replacement installation services.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve the supplemental Professional Services Agreement (Agreement), in substantially similar form to the Enclosure, with AT&T Corp. (AT&T), to allow AT&T to compensate the Authority for router replacement installation services in the amount of \$2.5 million pursuant to the Business Agreement.
2. Delegate authority to the Executive Director as follows:
  - a. To execute the Agreement in substantially similar form to the Enclosure.
  - b. To approve and execute amendments to the Agreement that do not impact the Agreement value or term, provided any such amendments are approved as to form by Counsel to the Authority.

**AGENDA ITEM K**

## **BACKGROUND**

On December 14, 2017, your Board approved the Authority entering into an Asset Transfer Agreement with AT&T to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS Public Safety Broadband Network (PSBN) for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN).

In connection with the Asset Transfer Agreement, on December 14, 2017, your Board also approved a Business Agreement with AT&T to accept \$12 million, up to 3,300 replacement routers, SIMS, and devices of the Authority's choosing, and \$2.5 million in services to pay for replacement services and installation costs.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to approve a supplemental Professional Services Agreement with AT&T and authorize the Executive Director to execute the Agreement, which will allow AT&T to compensate the Authority for \$2.5 million in router replacement installation services pursuant to the Business Agreement.

The Authority has been working closely with AT&T, Los Angeles County Sheriff's Department (LASD), Los Angeles County Fire Department (LACoFD), and other agencies transitioning from the PSBN to the NPSBN. This includes assessment of replacement routers pursuant to the Business Agreement. Upon conclusion of detailed assessment, it was determined the most efficient and cost effective way to perform the router replacement work was to utilize County resources such engineers and technicians from the Internal Services Department (ISD) as well as resources from LASD and LACoFD.

To account for the use of LASD, LACoFD, and ISD resources, as well as Authority staff and/or its consultants to perform and support the router replacement work, AT&T requested the Authority enter into the enclosed supplemental Professional Services Agreement to outline the scope, terms, and conditions of the installation services that were not detailed in the Business Agreement. The Agreement contains AT&T's standard professional services terms and conditions (performance, invoicing, warranty, etc.).

## **FISCAL IMPACT/FINANCING**

The \$2.5 million for router installation services was included in LA-RICS' Adopted Fiscal-Year 2018-19 Operating Budget as AT&T Business Agreement Services and will be reflected in future Fiscal Year Proposed Budgets until such time as the funds are exhausted. The Authority will reimburse consultants and members for approved costs incurred in connection with router replacement work.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the Agreement and the associated recommended actions and approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute the Agreement, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pd

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Enclosure

c: Counsel to the Authority

## Snap Out - Professional Services

<b>Important: Mark this Agreement Number on all Invoices</b>		<b>Agreement Number:</b> 328640.C		<b>"Effective Date":</b> July 1, 2018		<b>"Expiration Date":</b> Completion of Router Installations	
Name:	Los Angeles Regional Interoperable Communications System Authority ("Supplier")			Name:	AT&T Corp. ("AT&T")		
Address for Notices:	Scott Edson, LA-RICS Executive Director LA-RICS Headquarters 2525 Corporate Place, Suite 100 Monterey Park, CA 91754			Address for Notices:	1010 N. St. Mary's Street, Room 892 San Antonio, TX 78215 Email Address: <a href="mailto:g06586@att.com">g06586@att.com</a> Attn: Notices Administrator		
Send Invoices To:				Refer Questions To:	Ron Petrocco Global Supply Chain rp2162@att.com		
Payment Terms:	Net (30) Days after receipt of invoice			Delivery Terms:	n/a		
<b>This Agreement is subject to the Terms and Conditions attached hereto.</b>							
<b>Deliverables Description:</b> Supplier shall provide the following Services: Contract for the following: Project management and installation services for 3,300 Sierra Wireless MG90 Routers into Los Angeles County Sheriff Department vehicles and 1,000 Cradlepoint IBR1700 Routers into Los Angeles County Fire Department vehicles, as set forth in Appendix B (Statement of Work).							
<b>Specifications:</b> The Deliverables shall conform to (a) Supplier's applicable specifications, published literature, and (b) the following AT&T requirements, which shall control over any inconsistency ("Specifications"): Appendix B (Statement of Work).							
The applicable price for the Deliverables is the following: No more than <b>\$2,500,000</b> (two million, five hundred thousand dollars) as set forth in Appendix B (Statement of Work).							
The performance and/or Delivery dates for the Deliverables is the following: See Appendix B (Statement of Work).							
Supplier's delivery shall be deemed completed when Supplier provides the Deliverables to AT&T in strict compliance with the applicable Specifications ("Delivery"). See Appendix B (Statement of Work).							
Original signatures transmitted and received via facsimile, other electronic transmission of a scanned document (e.g., pdf or similar format), and digital signatures meeting the requirements of the Uniform Electronic Transactions Act or the Electronic Signatures in Global and National Commerce Act, are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.							
<b>IN WITNESS WHEREOF</b> , the parties have caused this Agreement to be executed by their duly authorized representatives:							
<b>Name:</b> Los Angeles Regional Interoperable Communications System Authority		<b>Title:</b>		<b>Date:</b>		<b>Signature:</b>	
AT&T Corp. Ron Petrocco		Sr. Contracts Manager					

**AGENDA ITEM K - ENCLOSURE**

## Terms and Conditions

### I. SCOPE OF AGREEMENT

**Capitalized Terms.** Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in Appendix A (Definitions).

**Orders.** AT&T and its Affiliates may submit orders for Deliverables (“Orders”) to Supplier in the amount of \$2,500,000 as provided for in the Business Agreement between the parties, will be issued pursuant to this Agreement (a) in a form agreed to by the parties or (b) via AT&T’s electronic ordering system. Subject to agreement on Delivery dates, Supplier shall accept all Orders submitted to it by AT&T for Deliverables. The terms of this Agreement govern all Orders for Deliverables that AT&T may place with Supplier. The parties may vary or supplement the terms of this Agreement in writing in an Order, which shall take precedence over any inconsistent term of this Agreement and shall only apply to such Order. AT&T shall not be obligated to submit any Order. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

### II. PERFORMANCE, ACCEPTANCE AND INVOICING

**Performance and Acceptance** - Supplier agrees that all dates for performance of Services are firm, time is of the essence, and Supplier will complete performance in strict conformance with the Specifications. Services performed by Supplier shall be deemed to be accepted by AT&T when Services are performed in accordance with Appendix B (Statement of Work) to AT&T’s satisfaction, which shall not be unreasonably withheld (“Acceptance”). Payments shall not be construed as Acceptance of Services performed up to the time of such payments.

**Invoices & Payment.** Supplier shall render invoice(s) for a total amount of \$2,500,000 promptly pursuant to the terms set forth in Appendix B (Statement of Work). AT&T shall initiate payment no later than **thirty (30) days** after receipt of an accurate invoice after Acceptance; provided that if any payment is due on a Saturday, Sunday or State or Federal holiday, then AT&T may pay on the following business day. Invoices received by AT&T more than one hundred eighty (180) days after the Delivery of Deliverables are untimely and AT&T shall have no obligation to pay such invoices, excluding the initial invoice in the amount of \$521,385 rendered by Supplier which may include Deliverables received beyond 180 days of Delivery. AT&T may withhold payment for any disputed invoice, and the parties will follow the Dispute Resolution procedure provided herein.

**Reimbursable Expenses.** AT&T is not responsible for any travel, meal or other business related expense incurred by Supplier, whether or not incurred in its performance of its obligations under this Agreement, unless reimbursement of expenses is expressly authorized in this Agreement or an Order pursuant to this Agreement. If reimbursement of expenses is so authorized, in order to be reimbursable, each and every such expense must comply with the requirements of AT&T’s Vendor Expense Policy, a copy of which is located at <http://www.attsuppliers.com/downloads/Vendor-Expense-Policy.pdf>. Supplier must provide in a timely manner receipts and other documentation as required by the Vendor Expense Policy and such additional documentation or information requested by AT&T to substantiate expenses submitted by Supplier for reimbursement.

**Taxes.** The prices for Deliverables shall include all taxes except applicable sales taxes imposed upon the Deliverables. AT&T shall pay such taxes to Supplier if they are added to the prices and stated as separate items on, and at the time of, the applicable invoice. The foregoing notwithstanding, Supplier shall not invoice AT&T for taxes where AT&T provides Supplier with an appropriate exemption certificate. AT&T shall have the right to require Supplier to contest, at AT&T’s expense, any taxes that AT&T deems improperly levied. Supplier shall pay, and hold AT&T harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of Supplier, for any reason, to pay any tax or file any return or information required by Law or by this Agreement to be paid or filed by Supplier. Supplier and any of its affiliates, as appropriate, receiving payments hereunder shall provide to AT&T a valid U.S. Internal Revenue Service (“IRS”) Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, W-8IMY, or W-9 (or any successor form prescribed by the IRS). AT&T may reduce any payment under this Agreement by the amount of any tax imposed on Supplier that AT&T is required to pay directly to a taxing or other governmental authority (“Withholding Tax”). If applicable Law permits, AT&T shall honor a valid exemption certificate or other mandated document evidencing Supplier’s exemption from payment of, or liability for, any Withholding Tax as authorized or required by applicable Laws. AT&T shall provide Supplier with documentation evidencing withholding.

### III. COMPLIANCE AND INFORMATION

**Compliance with Laws.** Supplier shall comply with all Laws attendant upon Supplier’s performance under this Agreement and AT&T’s or its customers’ utilization of the Deliverables. Supplier shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of this Agreement. Supplier shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by AT&T: (a) to show compliance by Supplier and its subcontractors with Laws, (b) to comply or otherwise establish AT&T’s compliance with Laws or (c) to allow AT&T to timely respond to any complaints, filings, or other proceedings.

**Offshore Work Prohibited.** None of the Services under this Agreement shall be performed and no Information related to this Agreement shall be collected, stored, handled or accessed by Supplier or its subcontractors of any tier at any location outside of the United States.

**Information.** Information of a party disclosed to, or otherwise obtained by, the other party in connection with this Agreement or any Order shall, except as expressly described herein, be held in confidence by the receiving party with the same degree of care with which it protects its own confidential or proprietary Information, but with no less than reasonably prudent care. The receiving party shall use such Information for the sole purpose of performing the Services under this Agreement (and, if AT&T is the receiving party, to receive the benefits of the Deliverables provided) under this Agreement. Upon expiration or termination of this Agreement or upon AT&T’s request, Supplier shall promptly (a) deliver all customer information to AT&T at no cost to AT&T, and in the format, on the media and in the timing prescribed by AT&T; and (b) return or destroy all AT&T Information and certify the return or destruction of such Information within fifteen (15) business days. If the receiving party is required to provide or disclose the disclosing party’s Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, National Labor Relations Act request or other process of law, then the receiving party must, unless prohibited by applicable law, first provide the disclosing party with prompt notice of such requirement and reasonable cooperation should it seek protective arrangements for the production of such Information. The receiving party shall take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency, and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, National Labor Relations Act request, or other process of law. The receiving party’s obligations set forth herein shall remain in effect, including after the expiration or termination of this Agreement, until such time as the Information qualifies under one of the exceptions set forth in (i) through (v) above. Notwithstanding anything to the contrary herein, (A) customer information shall remain confidential indefinitely and shall never be disclosed or used without the prior written approval of an authorized representative of AT&T, and (B) Supplier information related to installation, operation, repair or maintenance shall not be considered confidential, and AT&T may disclose any such information for purposes of installing, operating, repairing, replacing, removing, and maintaining the Material.

### IV. WARRANTIES AND ALLOCATION OF RISK

**Warranty.** Supplier warrants that: (a) Services are performed in a first-class, professional manner, in strict compliance with the Specifications, and with care, skill and diligence, and in accordance with industry standards; (b) Supplier has all necessary skills, rights, financial resources, and authority to enter into this Agreement and related

Orders, including the authority to provide or license the Deliverables if Supplier does not solely own all intellectual property rights in such Deliverables; (c) Supplier will obtain AT&T's written consent prior to providing an individual to provide Services who has performed work for AT&T in the six (6) months prior to commencement of such Services, or who provides Services to AT&T for thirty-six (36) months or more. All warranties shall survive inspection, Acceptance, payment and use.

**Indemnity.** Supplier shall indemnify, defend and hold harmless the Indemnitees, from and against any Loss, arising from, in connection with or resulting from (a) the Deliverables furnished by Supplier, (b) Supplier's acts or omissions in connection with this Agreement or (c) any Employment Claims. This paragraph shall apply even if such Loss was caused in whole or in part by the Indemnitees' own negligence, to the fullest extent permitted by Law. Supplier shall keep the Indemnitees fully informed of any such defense and afford the Indemnitees, at their own expense, an opportunity to participate in the defense or settlement of such Loss.

**Limitation of Damages.**

Except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this Agreement, in no event is either Party liable to the other Party for any consequential or incidental damages, however caused, based on any theory of liability.

**V. TERMINATION**

**Termination for Cause.** If Supplier breaches any provision of this Agreement and/or any Order and fails to cure such breach within thirty (30) days following notice, then AT&T may terminate this Agreement and/or Order in whole or in part. AT&T shall remit payment to Supplier for all work performed in accordance with Appendix B (Statement of Work) prior to the effective date of termination for cause. Supplier shall reimburse AT&T for the costs of returning Material to Supplier and restoring AT&T's site to its previous condition.

**VI. LABOR AND PERSONNEL**

**Affordable Care Act (ACA).** For purposes of the Affordable Care Act (ACA), and in particular for purposes of Section 4980H of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, with respect to each individual provided by Supplier to work on AT&T project(s) for at least thirty (30) hours per week for at least ninety (90) days, whether consecutive or not, Supplier represents and warrants that it or one of its subcontractors is the common law employer of such individual and shall be responsible for either providing healthcare coverage as required by the ACA (to the extent applicable) or for paying any Section 4980H assessable payments that may be required for failure to provide to such individual:

- (a) health care coverage, or
- (b) affordable healthcare coverage,

Supplier is required to maintain for a period of ten (10) years information to show compliance with the ACA notwithstanding any other provision in this Agreement to the contrary.

Alternatively, the Supplier represents and warrants that there are no individuals provided by Supplier to work on AT&T project(s) for at least thirty (30) hours per week for at least ninety (90) days, regardless of whether consecutive.

**Independent Contractor** - Supplier hereby represents and warrants to AT&T that: (a) Supplier is engaged in an independent business and will perform all obligations under this Agreement as an independent contractor and not as the agent or employee of AT&T; (b) personnel performing Services shall be considered solely Supplier's employees or agents; (c) Supplier has and retains the right to exercise full control of and supervision over the personnel providing the Service; and (d) Supplier is solely responsible for all matters relating to compensation and benefits, including payroll taxes, unemployment compensation, disability insurance, and health and welfare benefits, **Use of Subcontractors** - Any use of, including any changes to the use of, a Subcontractor must be approved by AT&T in writing before commencement of the work. Supplier shall provide to AT&T, upon request, information about the Subcontractor including the identity of, the location of, and a complete description of the activities to be performed by such Subcontractor. Supplier shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by Supplier. Upon AT&T's request and Supplier's agreement that a Subcontractor shouldn't be used because it is poorly performing the work in Appendix B (Statement of Work), Supplier shall cease to use any Subcontractor to provide the Services and shall promptly provide a replacement Subcontractor or perform the Services itself. Supplier shall bind any subcontractors to terms and conditions consistent with the terms of this Agreement.

**VII. MISCELLANEOUS**

**Entire Agreement.** This Agreement, including any attachments constitutes the entire integrated agreement between Supplier and AT&T on the matters contained in this Agreement. This Agreement supersedes all prior oral and written discussions, agreements and understandings of the parties, if any, with respect hereto. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in this Agreement.

**Miscellaneous Terms.** The parties agree that: (a) this Agreement shall be construed in accordance with the Laws of the state of CALIFORNIA, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods; (b) to the extent that Services and/or Materials provided by, or on behalf of Supplier processes, transmits, and/or stores credit cardholder data and/or related transaction status for or on behalf of AT&T, Supplier must be Payment Card Industry-Data Security Standards (PCI-DSS) certified; (c) Supplier shall not use (i) AT&T's or its Affiliates' names, trademarks, service marks, designs, logos or symbols or (ii) any language or pictures which could in AT&T's judgment imply endorsement by AT&T, its Affiliates or any of its or their employees; (d) Supplier shall maintain complete records relating to its performance in accordance with this Agreement and permit AT&T to audit and copy such records on reasonable advance notice; (e) Supplier shall not assign, delegate, subcontract, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of AT&T; (f) the rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise; (g) if any part of this Agreement or any Order is unenforceable, the remaining provisions shall remain in full force; (h) a party is excused from performing if, to the extent that, and for so long as such performance is prevented by force majeure; provided that if Supplier is delayed or unable to perform, Supplier shall give AT&T immediate notice thereof and AT&T shall have the right to terminate this Agreement or any affected Order in whole or in part without any liability; (i) any term which by its nature is intended to survive expiration or termination shall so survive; (j) any notice, consent, request, demand, or other communication (each, a "notice") pursuant to this Agreement must be in writing and use the address for the recipient listed on page 1 of this Agreement; (k) time is of the essence; (l) this Agreement or an Order may be modified only by a written document signed by both parties; (m) no waiver of any right or condition is effective unless given in writing and signed by the party waiving such right or condition; (n) the word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use; (o) references to content posted on any website referred to in this Agreement shall mean such content as it may be revised from time to time; (p) the relationship of AT&T and Supplier established by this Agreement is that of independent contractors (and not partners, joint venturers, co-owners, or similar relationships); (q) personnel provided by Supplier shall be considered solely the employees of Supplier or its subcontractors and not employees or agents of AT&T; (r) Supplier shall remain responsible for the acts or omissions of its subcontractors to the same extent as if such acts or omissions were performed by Supplier; and (s) no third party beneficiaries are created under this Agreement other than Indemnitees.

**Dispute Resolution**

- a. The Parties will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through negotiations between authorized representatives of the Parties, before resorting to other remedies available to them.
- b. If a controversy or claim should arise which is not settled as specified in Subsection a., representatives of each Party who are authorized to resolve the controversy or claim will meet at a location designated by AT&T in Los Angeles, California, at least once, and will attempt to, and are empowered to resolve the matter. Either representative may request this meeting within seven (7) days of such request (the "first meeting").
- c. Unless the Parties otherwise agree, if the matter has not been resolved within fourteen (14) days of the first meeting, the representatives shall refer the matter to more senior representatives, who shall have full authority to settle the dispute. Such senior representatives will meet for negotiations within seven (7) days of the end of the fourteen (14) day period referred to above, at a site designated by AT&T in Los Angeles, California. Three (3) business days prior to this scheduled meeting, the Parties shall exchange memoranda stating the issue(s) in dispute and their positions, summarizing the negotiations which have taken place, and attaching relevant documents.
- d. If more than one (1) meeting is held between the senior representatives, the meeting shall be held in rotation at the offices of Supplier and AT&T located in Los Angeles, California.
- e. If the matter has not been resolved within thirty (30) days of the first meeting of the senior representatives (which period may be extended by mutual agreement), the Parties will attempt in good faith to resolve the controversy or claim in accordance with the American Arbitration Association's then current Commercial Mediation Procedures.

## Appendix A – Definitions

1. **“Affiliate”** means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, “control” (including the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
2. **“Deliverable”** means all or any portion, as the case may be, of the Material and Services.
3. **“Employment Claims”** means any claims by any federal, state or local governmental agency or any of Supplier’s current or former applicants, agents, employees or subcontractors, or agents or employees of Supplier’s subcontractors arising out of the employment relationship with Supplier, or otherwise with respect to performance under this Agreement, including claims, charges and actions arising under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Rehabilitation Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Workers’ Compensation laws, the National Labor Relations Act and any other applicable Laws, each as amended, including any liability, cause of action, lawsuit, penalty, claim or demand, administrative proceeding in which AT&T or its Affiliates is named as or alleged to be an “employer” or “joint employer” with Supplier.
4. **“Indemnitees”** means AT&T, its Affiliates, and their respective agents, distributors and customers.
5. **“Information”** means, with respect to a party, all confidential, proprietary or trade secret information of such party or of a third party that is in the possession of such party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans (and in the case of AT&T, customer information), employee personal information, health or financial information, authentication credentials, operations, infrastructure, networks, systems, facilities, products, rates, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication.
6. **“Laws”** includes all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.
7. **“Loss”** includes any liability, claim, demand, suit, or cause of action, regardless of whether meritorious, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), liens, fines, fees, penalties, and reasonable associated attorneys’ fees and other costs.
8. **“Material”** means all tangible and intangible goods purchased or licensed hereunder by AT&T from Supplier or otherwise provided by or on behalf of Supplier, including third party Material provided or furnished by Supplier and all replacement parts.
9. **“Net 30 Days”** means the initiation of payment no later than thirty (30) days after receipt of an accurate invoice in accordance herewith; provided that if such date is a non-business day, then payment may be initiated on the following business day. Unless otherwise agreed, payment may be made by Automatic Clearinghouse Association transfer.
10. **“Services”** means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order.

## Appendix B – Statement of Work

### Definitions:

1. LASD shall mean the Los Angeles (LA) Sheriff’s Department.
2. LACoFD shall mean the Los Angeles County Fire Department.
3. LA-ISD shall mean the Los Angeles County Internal Services Department.
4. Board of Supervisors shall mean the County of Los Angeles Board of Supervisors.
5. MDC shall mean Mobile Data Computer.
6. SBI shall mean Sybil Brand Institute.
7. OMG shall mean Sierra Wireless OMG2000 Router.
8. FirstNet Authority shall mean the First Responder Network Authority of the United States which was created under the Middle Class Tax Relief and Job Creation Act of 2012 as an independent authority within the National Telecommunications and Information Administration (NTIA).
9. NPSBN shall mean the FirstNet Authority’s Nationwide Public Safety Broadcast Network.
10. FirstNet with no defined term following shall mean the service or experience provided by access to the NPSBN.
11. SIM shall mean “Subscriber Identity Module,” often used in the phrase, “SIM card,” denoting a small object which, when plugged into a wireless device, enables that device to connect to a broadbandcast network.
12. FirstNet SIM shall mean a SIM that enables access to the NPSBN including and, in particular, Band 14.
13. MCM shall mean Los Angeles Sheriff’s Mobile Device inventory system.
14. AMM shall mean Sierra Wireless Airlink Mobility Device Management System.
15. VML shall mean Motorola VML750 Router.
16. IBR shall mean Cradlepoint IBR Router.
17. PM shall mean the noun “Project Manager” or the verb “Project Manage.”
18. FCC shall mean Federal Communications Commission.
19. ICCID shall mean Integrated Circuit Card ID.

## Appendix B – Statement of Work

**General:**

This Statement of Work (“SOW”) is based on input from LA-RIC's member agencies. AT&T hereby acknowledges that LASD and LACoFD, both LA-RIC's member agencies and the subject of this SOW, have critical public safety responsibilities within Los Angeles County. As such, the agencies’ highest priority is public safety and they, and by extension LA-RICS, cannot commit to specific, interim completion times or schedules for what LASD and LACoFD deem “non-essential work,” such as a router swap. The Plans described below contain LA-RICS’s best estimates of how the replacement of routers will proceed. These estimates are subject to change based on the priority of LASD’s and LACoFD’s primary mission. Notwithstanding the forgoing, LA-RICS hereby acknowledges and agrees that it will execute on the below-described Plans and complete the installation of all routers in LASD and LACoFD vehicles, as further described below, by **December 31, 2021**. If there are technical issues outside of LA-RICS and/or member agencies’ control that delay router installation, the December 31, 2021 date will be extended by the same number of days that it took to resolve and remedy the technical issue(s) to allow router installation to continue.

### SUMMARY CHART FOR THIS STATEMENT OF WORK

	Funding Source	Prime Contractor	Track Project	Swap Routers	Owens Routers	Owens Vehicles	PO	Invoice	Payment
LASD Routers	AT&T	LA-RICS	LA-RICS	LASD	LASD	LASD	AT&T	LA-RICS	AT&T
LACoFD Routers	AT&T	LA-RICS	LA-RICS & LA-ISD	LACoFD	LACoFD	LACoFD	AT&T	LA-RICS	AT&T

### LASD Router Swap Plan

Upon Board of Supervisors approval in or about February of 2019, LASD will begin to execute the “Swap Plan,” as further defined above, in North Los Angeles County. Specifically, the Lancaster and Palmdale stations. Crews will only work overtime on Fridays, Saturdays and Mondays. Crews will be comprised of 4 to 12 people, depending upon the station and the day. LASD will set up a tent in the parking lot at each of 24 stations and swap, upgrade or install routers over as many weeks as it takes to complete the vehicles at that station. LASD will track hours by router type and type of conversion (e.g., new or upgraded MDC). In addition to this installation work, LASD will perform additional work needed to complete the swap, including:

1. Travel time to and from SBI;

2. Reflash (return to factory settings) and box old OMG routers for reuse by LASD or smaller agencies (at SBI); and
3. Provision FirstNet and commercial SIMs, insert into new router and test (at SBI).

Work at SBI may be done during regular or overtime hours. Once the stations in North Los Angeles County are complete, LASD will proceed through the other areas (East, West and Central) of Los Angeles County.

LA-RICS will work with LASD weekly to assess the work completed and true up the forecast with the actual completion. Two LASD databases will serve as sources for completion data: the MCM inventory database and the AMM. Additional spreadsheet tracking may also be used.

Below is a sample screenshot of the type of tracker LA-RICS will use to bill AT&T for services. This tracker will be updated as verification of completion is received from LASD and validated by LA-RICS.

		Week 1	Week 2	Week 3	Week 4
LASD Devices remaining Forecast	2300	2140	2090	2040	1990
LASD Legacy Devices remaining Actual		2300	2300	2300	2300
LASD Device Swaps Cumulative Forecast		50	100	150	200
FirstNet Swapped / New FN SIM Cumulative Actual		0	0	0	0
LASD Device Swaps Incremental Forecast		50	50	50	50
FirstNet Swapped / New FN SIM Incremental Actual					

### LACoFD Router Swap Plan

LACoFD will be replacing the 1,000 currently-existing LA-RICS-owned Motorola VML 750 broadband in-vehicle routers with FirstNet Ready CradlePoint IBR 1700 and IBR 900 Routers. Full implementation with up to two installation crews is expected in March or April of 2019. LACoFD will provide oversight and quality control as well as final testing and sign off of each router swapped. LA-ISD will provide weekly reports to the LACoFD PM and the Telecommunications Engineer in a standard format. The report format will include at a minimum:

- Overview of work completed
  - Quantity and vehicle types installed
  - Inventory spread sheet with all ID Numbers associated with the vehicle, router and SIM.
- Schedule
  - Next week projections
  - Completion Schedule Update
- Other issues impacting timely completion of work

Below is a sample screenshot of the tracker LA-RICS will use to bill AT&T for services. The plan is to update the tracker as verification of completion is received from LACoFD and validated by LA-RICS.

		Week 1	Week 2	Week 3	Week 4
Fire Legacy Devices remaining Forecast	1000	980	960	940	920
Fire Legacy Devices remaining Actual		1000	1000	1000	1000
Fire Device Swaps Cumulative Forecast		20	40	60	80
FirstNet Swapped / New FN SIM Cumulative Actual		0	0	0	0
Fire Device Swaps Incremental Forecast		20	20	20	40
FirstNet Swapped / New FN SIM Incremental Actual					

LA-RICS expects a deployment schedule as follows:

- LASD target ramp up to 40-50 router installations/week absent any technical issues that may impact installation schedule

Verification and evidence of the router completed installations:

- AT&T's Program Manager and the AT&T account team will confirm installations through LA-RICS. LA-RICS will include the FirstNet SIM ICCID in its invoice to AT&T. As part of verifying the invoice from LA-RICS, AT&T's Program Manager and the AT&T account team will verify the FirstNet SIMs are provisioned and active on the NPSBN. AT&T will pay the invoice from LA-RICS per the payment terms of the Agreement.

**Project Management and FirstNet Migration Support:**

- LA-RICS will support and track the LASD router swap progress through a combination of LA-RICS member agency resources and/or third parties, including Televate, as determined by LA-RICS.
- LA-RICS will support and track the LACoFD router swap progress through a combination of LA-RICS member agency resources and/or third parties, including Televate and the Los Angeles County Internal Services Department (LA-ISD), as determined by LA-RICS.
- LA-RICS will engage subject matter experts (SMEs), as it deems appropriate, to assist with the transitioning of routers, including but not limited to, agency onboarding (assisting Member agencies with FirstNet services including considerations for adopting FirstNet services, configuration options, regional governance of Quality of Service configuration, ICAM, and other related FirstNet support services), agency router selection(including testing, baseline configuration, and troubleshooting), and network monitoring, integration, and transitioning.
- AT&T will assign a Project Manager from the Program Management Office, along with the AT&T Account team to Project Manage for AT&T.
- LA-RICS Technical Team plans to support technical aspects of the transition to the extent it does not interfere with each agency’s core mission.
- LA-RICS will provide Installation status to AT&T on a periodic basis.
- LA-RICS will have periodic face-to-face meetings to review the status of the Router Swap program with AT&T. These meetings should be held at least quarterly upon mutual agreement between LA-RICS and AT&T.

**Project Workflow:**

- AT&T to issue a purchase order to LA-RICS not to exceed **\$2,500,000**.
- LA-RICS will invoice AT&T accordingly.
- If/when LA-RICS exhausts the purchase order total, LA-RICS will stop billing. LASD and LACoFD will continue to install routers as their annual funding allows, except that LASD and LACoFD are not obligated to install new replacement routers as provided for below in Defective Routers.

**Hourly Rates:**

- LA-RICS will submit invoices to AT&T for payment of work performed in prior months in accordance with this SOW, at the hourly rates set forth below subject to escalation approved by the Los Angeles County Board of Supervisors:

<b>Description</b>	<b>Hourly Rates</b>
LASD	\$60 – \$80
LACoFD	\$52 – \$169
LA-ISD	\$130
Televate	\$157 – \$227
LA-RICS	\$43 – \$102

**Defective Routers:**

In the event that any of the routers provided to, and installed by, LA-RICS and its member agencies are defective and consequently need to be replaced, LA-RICS will not be held responsible for the cost of replacement of the defective routers or the reinstallation of new replacement routers. If AT&T is not able to provide (i) replacement routers and/or (ii) funds or services for reinstallation of the new replacement routers (either through AT&T, router manufacturers, or other third parties) LA-RICS's obligation to install the required number of routers set forth herein will be reduced by the corresponding number of defective routers.