



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Thursday, May 17, 2018 • 9:00 a.m.

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

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

#### **AGENDA POSTED: May 11, 2018**

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

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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. **Jim McDonnell**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

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

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#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**A. April 12, 2018 – Regular Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

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

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

- LTE Update
- LMR Update

Agenda Item B

**C. Project Manager’s Report – Chris Odenthal and Justin Delfino**

Agenda Item C

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

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

**E. Outreach Update**

Agenda Item E

**F. PSBN Onboarding Update**

Agenda Item F



## **VIII. ADMINISTRATIVE MATTERS (G-K)**

### **G. ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS**

It is recommended that your Board:

1. Accept \$34,540,863 in grant funds from the BTOP Grant; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$350,000 to the BTOP grant-funded expenditures in Fiscal-Year 2017-18; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

Agenda Item G

### **H. APPROVE AMENDMENT NO. 27 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

1. Approve Amendment No. 27 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the (Enclosure), which extends the Initial Term of the Agreement to contemplate the continuance of Phase 5 (PSBN Maintenance) Work for an additional thirty (30) days until June 30, 2018, unless sooner terminated or extended in whole or in part, in the amount of \$195,306.
2. Increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration.
3. Delegate Authority to the Executive Director to execute an amendment to extend the term for an additional thirty (30) days, at no cost, should the need exist, to allow for the National Telecommunications and Information Administration (NTIA) to approve the LA-RICS PSBN Round 2 buildout, provided such amendment is approved as to form by Counsel to the Authority.
4. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form to the (Enclosed) Amendment, and issue one or more Notices to Proceed (NTP) for this Work.



Agenda Item H

**I. AMENDMENT NO. 26 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

It is recommended that your Board:

1. Approve Amendment No. 26, substantially similar in form to the (Enclosure), which contemplates the following:
  - a. Increase the scope of work to allow Jacobs to assist the Authority in completing certain work in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability in the amount of \$5,489,350.
  - b. Reflect the inclusion of a Grants Analyst position to assist the Authority with grant administration work in the amount of \$446,080.
  - c. Revise the Rate Schedule to reflect an increase to the hourly rates by 2.7 percent to account for a COLA and to reflect changes in staff, in particular, to the Program Director, Program Manager, and Deputy Program Manager.
2. Approve an increase to the Maximum Contract Sum in the amount of \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the cost increases for the revisions contemplated in Amendment No. 26 into consideration. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 26, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed for this work.

Agenda Item I

**J. AMENDMENT NO. 13 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

It is recommended that your Board:





1. Approve Amendment No. 13, substantially similar in form to the Enclosure, which contemplates the following:
  - a. Increase to the scope of work to allow Televate to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular assistance with PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
  - b. Extend the term of the Televate Agreement to December 31, 2020, to align with the completion of certain work contemplated in the PSBN Round 2 PIP, in particular PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
2. Approve an increase to the Maximum Contract Sum in the amount of \$3,120,266 from \$11,506,310 to \$14,626,576 to allow for increase in the scope and the term extension. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 13, in substantially similar form to the enclosed Amendment.

Agenda Item J

**K. APPROVE SITE ACCESS AGREEMENT WITH WEST COVINA COMMUNITY DEVELOPMENT COMMISSION, A PUBLIC BODY, MUNICIPAL AND POLITIC ("CDC") AND THE CITY OF WEST COVINA, MUNICIPAL CORPORATION ("CITY"), (COLLECTIVELY "OWNER", OR " THE CITY OF WEST COVINA") FOR A LAND MOBILE RADIO SYSTEM SITE**

It is recommended that your Board:

1. Find that (a) the approval and execution of the SAA for the BKK Landfill (BKK) site listed in (Enclosure 1) to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the activities previously authorized at site BKK on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted



specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project .

2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with the City of West Covina (The Owner).

Agenda Item K

**L. ADOPT OPPOSE POSITION TO ASSEMBLY BILL 1912; DELEGATE AUTHORITY TO ISSUE LETTER OF OPPOSITION**

It is recommended that your Board adopt an "Oppose" position to AB 1912 and delegate authority to the Executive Director to issue a letter substantially similar to the enclosed on behalf of the LA-RICS Joint Powers Authority (JPA) opposing enactment of AB 1912.

Agenda Item L

**M. APPROVE THE IMPLEMENTATION OF THE LA-RICS LAND MOBILE RADIO SYSTEM STANDARD OPERATING PROCEDURES POLICY**

It is recommended that your Board:

1. Approve and adopt the enclosed LA-RICS LMR System SOP Policy (Enclosure) to ensure the Authority has a policy in place for the LMR System relating to operational guidelines, technology specifications, and technology requirements including cybersecurity.
2. Delegate authority to the Executive Director to develop and implement the LMR System SOP and update the procedures contained therein as he deems appropriate and as may be necessary with consultation from the Joint Operations and Technical Committees and with the Ad Hoc Committee as may be needed.

Agenda Item M

**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, June 7, 2018, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## 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.

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 REGULAR MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, April 12, 2018 • 9:00 a.m.  
Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
Conference Room 223 through 227  
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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**Board Members Present:**

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

**Alternates For Board Members Present:**

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

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**Officers Present:**

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

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**Absent:**

**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Chris Nunley, Police Chief**, City of Signal Hill Police Dept.

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

**I. CALL TO ORDER**

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:02 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

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

**A. March 1, 2018 – Regular Meeting Minutes**

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

Ayes 7: Ortiz, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez.

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (NONE)**

**V. CONSENT CALENDAR – (None)**

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

**(DIRECTOR GIALAMAS STATED AGENDA ITEM G WILL BE TAKEN  
OUT-OF-ORDER)**

**G. APPROVE AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED  
JUNE 30, 2017.**

Rachelle Anema, representing the Los Angeles County Auditor-Controller, Ellen Chu and Michael DeCastro from BCA Watson Rice firm presented the audit report to the Board.

Ms. Anema stated the Auditor Controller acts as the LA-RICS Authority's fiscal agent and also arrange and manages the annual financial statements' audit of LA-RICS. Ms. Anema states for Ellen Chu and Michael DeCastro from BCA Watson Rice have



been LA-RICS audit firm for the last seven years and have a long history with LA-RICS and know the operations well.

Ms. Chu presented the audit report and went over the responsibility of this engagement and stated the management of LA-RICS is responsible for the financial statements. Our responsibility as the auditor is to issue an opinion on the financial statements. As of the year ended June 30, 2017, she is happy to report an “unmodified opinion”, in other words a clean opinion. The audit report also consists of a management discussion analysis (MDA) section, which is basically a narrative overview of the Authority’s financial activity for fiscal year June 30, 2017. The MDA are not required as the basic financial statements but supplementary information, which is required by government audit standards. The financial statements consist of two separate financial statements, which are Governmental Wide Financial Statements, located on pages 9 and 10 and Statement of Net Position and also the Statement of Net Activities. The Governmental Wide Financial Statements provides a broad overview of the Authority finances, in a manner similar to a private sector business and displays financial activity of the Authority. The Net Position on page 9 as of June 30, 2017, was \$149,706,228. The statement of activities, which is located on page 10 presents how the net position changed during the fiscal year. Basically, a direct comparison of expenses for program revenues and government activities and the change for that position for June 30, 2017, is \$25,862,019. The fund financial statements starts on page 11 and contain information regarding major individual funds and focuses on current and year term in/out flows of resources with all of the Authority funds are classified as governmental funds during fiscal year June 30, 2017. The Fund financial statements consist of the Balance Sheet, which is on page 11, the reconciliation of the net position fund balance, which is on page 12, the statement of revenues exchanges and changes and fund balance on page 13 and again reconciliation of the change in the fund balance to the statement of activities on page 14. Ms. Chu stated the notes to the basic financial statements, which is additional information that is essential to a full understanding of the financial statements start on page 15. Our report also consist of supplementary information; again this is not part of the basic financial statements but are required by government and county standard board (GASB) and we applied limited procedures auditing this supplementary information, which is on page 25 and 26, which are statement of revenues, expenditures and changes in fund balance – budget and actual comparison. In addition to the financial audit, we also did an audit of the federal awards program. Based on our audit on the major programs that were awarded there were no compliance findings. LA-RICS has complied with all the material aspects of direct and material effect of each of the major federal programs for the year June 30, 2017. There were no internal control findings of non-compliance or any deficiencies that were noted during our audit. In relation to Internal Control compliance, we did not identify any deficiencies. There are other matters to be communicated and is during

our course of the audit, there were no audit adjustments, no correcting of statements and there was no disagreement with management. Ms. Chu further stated there was no management letter comment, which is for recommendations, and improvements over the accounting process.

Ms. Chu concluded her report.

Director Gialamas acknowledged the firm for doing the work and stated as a Board Member we see many adjustments that come our way for approval and the fact that we've kept that clean financial book / audit streak is a real compliment to the LA-RICS staff. Director Gialamas on behalf of the board thanked staff for their diligent work and stated we appreciate the review and audit.

This was a receive and file item.

## **RECEIVED AND FILE**

### **B. Director's Report – Susy Orellana-Curtiss**

Administrative Deputy Susy Orellana-Curtiss stated she would present the Director's Report on behalf of Executive Director Scott Edson. Administrative Deputy Orellana-Curtiss referred to Agenda Item B the Executive Summary, which provides a snapshot of the activities we will be presenting to you today. The majority of the LTE and LMR update will be provided by your Project Manager Chris Odenthal. Administrative Deputy Orellana-Curtiss provided an update on the grant status, reporting all activities related to UASI '13 grant, and mentioned that yesterday evening LA-RICS submitted our final claim to close out UASI '13 successfully spending \$13,744,067.

Administrative Deputy Orellana-Curtiss further stated Agenda Item H refers to the acceptance of UASI '17 grant, which is also another milestone for the project and is to accept \$34,763,750 million for the first three committed years by the UASI approval authority. This is a huge achievement for the project.

Administrative Deputy Orellana-Curtiss stated for BTOP, we have submitted to the grantor an implementation plan for the augmentation or Round 2 activity in connection with LTE deployment. We have received preliminary feedback from the federal grantor and it is our understanding that they are very close to announcing a decision on the augmentation and the project plan. In anticipation of the notification coming from the grantor and because the next board meeting is May 3<sup>rd</sup> and the deadline we have given the grantor for notification of the grant augmentation is coming at the end of April, gives us very little time to receive the award letter and to understand the term and conditions of augmentation of grant funds, modify or amend contracts with those



who would be providing services in Round 2, which include contract amendments for your broadband services subject matter expert, Televate with your construction provided by Motorola as well as Jacobs, we would like to request for your board to consider calendaring a Special Meeting in May that would allow us to package those amendments and to prepare budget adjustments to receive the grant funds and to present the grant augmentation to your board. LA-RICS would like you to consider May 17<sup>th</sup> and if that date does not work for the board we could canvas the Board with a couple of alternate dates in addition to the regular meeting the first week of May. Administrative Deputy Orellana-Curtiss asked the Board to mark their calendars for May 17<sup>th</sup> as a tentative place holder.

Administrative Deputy Orellana-Curtiss stated in connection with the grant status update, she wanted to take this time to recognize a member of our staff team. He has been the sole grant analyst for the last 2 ½ years, his hands have touched over \$60 to \$70 million in grant funds for close out activities and that is a lot of responsibility and a lot of work. He provided excellent service and he will be moving on in his career with the County of Los Angeles. Administrative Deputy Orellana-Curtiss stated she would like to take this time to introduce and thank Lam Tran our grant analyst. He will be greatly missed.

Administrative Deputy Orellana-Curtiss provided a status of PSBN agencies onboarding and stated while the team continues to work in parallel with AT&T on transition activities in anticipation of the federal grantor approving the transition PSBN to AT&T for corporation into the National system; the team also continues to onboard agencies onto the PSBN on a day-to-day basis. The table you have before you shows the total installations in progress by agency, as well as work that is being done in parallel to prepare those very agencies to transition to the National system, which involves a great deal of technical work. If this Board has any questions or individual agencies have questions on how to effectively accomplish this transition to the National deployment, we are here for you and will extend those services to you to effect that transition.

This concludes the Director's Report.

Board Member Mark Alexander stated he wanted to know if it is okay with the Chair to speak about the Special Meeting date of May 17, 2018. Director Gialamas stated yes. Board Member Alexander stated that day is the commencement of the Contract Cities Conference and thinks he might be able to make the meeting but wanted to see if any other members have conflicts. Director Gialamas asked the Board if any other members have any known major conflicts. Director Gialamas stated if we do not have quorum we will canvas another date; we do not know if the meeting is required because it will depend on NTIA final response to our proposed project.

### **C. Project Manager's Report – Chris Odenthal**

Project Manager Chris Odenthal asked the Board to turn to the Jacobs Monthly Report to see what is happening with the LTE and LMR programs. Briefly going over the LTE 1, COWs are up and operational; there are couple of sectors on given sites that we are tweaking from an interference standpoint we are performing to the best of our ability. That project is complete and is operating as it should under the maintenance contract with Motorola. Project Manager Odenthal stated as Administrative Deputy Orellana-Curtiss mentioned there is not a significant level of outreach and onboarding because adding new agencies as we transition the network as an additional layer of work, it is complicated enough as it stands today. If there was an agency that had a desire to get on right now, we would arrange that and could make that happen. As of now we are not seeking additional users on the network, we would allow AT&T and the existing service providers to secure usage of agencies themselves.

Project Manager Odenthal stated from a LMR standpoint we've been busy as Administrative Deputy Orellana-Curtiss mentioned we just finished the closeout of UASI '13. We will go through what you received for your money and what the state and federal government have received for their investment with the sites. We have already started to move into UASI '16 and '17 as an agenda item today you will have UASI '17 spending approval with permission of the state and the federal government, we have been moving along for UASI '17 to make sure we are not holding up the schedule and proceeding with buildout. CLM and LA-RICS HQ are UASI '17 sites and have begun the process of completing Claremont Police Department as you can see from the slide deck. UASI '13 is mission accomplished and UASI '16 is ongoing. You also have Site Access Agreements (SAA) before your Board today, which pertain to the UASI '17 sites for our efforts building out over the next six to nine months. Project Manager Odenthal stated many of the sites require forward planning to eventually build on those locations, first among those are the US Forest Service sites. We have been in the process of reviewing drawings submitted by Motorola in an effort to submit a proposal to the U.S. Forest Service; we are expecting submission by the end of the week. Once submitted the documentation will take 30 days to review and then the USGS will invite LA-RICS to submit its application, which doubles as both the NEPA and SAA process and is expected to take six to eight month based on the process we have worked out with the U.S. Forest Service. Expecting some approval of our application and therefore closure with NEPA and SAA with LA-RICS and the Forest sometime in Q4 of this year with construction expected to begin end of Q4 or early Q1 depending on weather in the Forest. This encompasses the 13 additional sites in the U.S. Forest Service and is the connection between the northern desert to the basin for microwave as well as coverage. These sites will be the most difficult sites we construct from a bottom up perspective; having enough time to construct in 2018 and 2019 beginning to turn on the network in 2020.



Board Member Alexander mentioned last time we talked he asked about coverage maps for the forest sites. Project Manager Odenthal stated from a coverage map perspective were you requesting LMR or LTE coverage. Board Member Alexander stated both. Project Manager Odenthal stated we will submit your request for the May Board meeting and we can also transmit that information earlier to you if you prefer that as well. Director Gialamas stated once the coverage maps are done please send out to the Board. Project Manager Odenthal stated that is the process moving forward for the forest sites. All efforts to acquire additional SAAs are ongoing and we have several before your Board. They are three Los Angeles County Waterworks Division sites, one for Criminal Courts Building downtown and Mirador. The next SAA we are working towards is BKK in West Covina. We missed for this posting but are expecting to bring to your Board in May. We also have UCLA and Universal, which we are proceeding with these now. One of the biggest responsibility of the Authority on LMR is to secure SAAs in order to allow Motorola to proceed with construction, Geotechnical etc. SAAs are one of the biggest drivers we have in the program. We have to negotiate rent free SAA over the course of 10 to 15 years takes a while to negotiate. This is why these type of negotiations take some time even though some of them are public agencies and some of them are private entities. For example, the AGH Charter SAA we had last month is one of them, which is also one of your biggest challenges as well as organizing, stepping forward and building out these sites.

Project Manager Odenthal presented the PowerPoint Presentation to the Board that included the following updates:

Construction completed sites are listed below:

1. TPK
2. BMT
3. MLM
4. PLM
5. MMC
6. HPK
7. ONK
8. LDWP243
9. LA-RICS HQ
10. LASDTEM
11. APC
12. CCB
13. MVS
14. PHN
15. SDW



Under construction, sites are listed below:

1. VPK
2. CCT
3. FCCF
4. CLM

Project Manager Odenthal stated ongoing UASI '16 and '17 sites are VPK, CCT and CLM and the LA-RICS Headquarters building. In order to create a microwave link back to our building for monitoring purposes we're installing a link between FCCF and LA-RICS HQ as the core location. Board Member Alexander asked if LA-RICS was ever to move its Headquarters would that facility need to move as well. Project Manager Odenthal stated one of the requirements is to analyze any additional location would be based on connectivity to the Los Angeles County network then you would be connected to the core. Director Gialamas asked how many out of the construction sites are operational. Project Manager Odenthal stated no new build has been turned on and the reason for that is we stage all of the microwave backhaul equipment at the facility in Virginia in mid-March and arrived in Motorola warehouse in the beginning of April and has not been deployed. No site can be turned on until the microwave has been deployed and the connections back to the core complete.

Director Gialamas asked when do you anticipate those sites will be up and running? Project Manager Odenthal stated it depends on the agency needs; we most likely will not be turning on many sites for the sake of just turning them on; if we need to, we can accomplish that task. This is not in the plan but if we are directed by the Board to do so, it can be done.

The next PowerPoint Slides presented are listed below:

- CCT (preparation generator power underway)

Board Member Alexander asked if it would have been easier to go external rather than internal. Project Manager Odenthal stated yes it would have been but it is a historical building, so external could not be modified and the outside of the building also contained asbestos issues.

- CLM (existing site and putting up a microwave link)
- MMC (buildout of a new tower including generator and fuel tank)

Board Member Alexander asked where exactly is Mount McDill (MMC)? Project Manager Odenthal stated is on the North side of the Angeles National Forest. Board Member Alexander asked was it designed to

cover the Forest, Lancaster/Palmdale area or both. Project Manager Odenthal stated yes designed to cover both.

- MVS (built a brand new tower and the existing tower will be decommissioned)
- ONK (lattice tower and going inside an existing shelter as well as all equipment installed)
- SDW (this site was completed early)
- TPK (new lattice tower and generator as well as all equipment in the shelter)
- VPK (hardest construction site to date foundation and cement has been poured)

Board Member Alexander asked if this site would service his city and Project Manager Odenthal stated yes it will as well as CRN.

The next sites on the power point presentation are listed below:

1. AGH
2. CRN
3. BKK
4. POM
5. LAN
6. UCLA
7. UNIV
8. SGH
9. OAT

There was no further discussion.

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

**VII. DISCUSSION ITEMS (E-G)**

**E. Outreach Update**

Administrative Deputy Orellana-Curtiss presented the Outreach Update, Agenda Item E and stated that during this reporting period, the LA-RICS Team participated in many, many, meetings with AT&T to achieve a successful transition to the NPSBN , as well as meetings with the City of Pomona, the Baldwin Hills Conservancy to achieve a Site Access Agreement for the Baldwin Hills site, meetings with the City of Pasadena and



the Executive Director's participation in IWCE and the CalFRN Board of Director's meeting.

There was no further discussion.

**F. PSBN Onboarding Update**

Administrative Deputy Orellana-Curtiss also presented the Onboarding Update stating that Agenda Item F provides a summary of activities accomplished to date. The focus of the activities are now to work with AT&T on the transition of existing users to the PSBN system but we are continuing to onboard users onto the PSBN. Board Member Alexander stated Sierra Madre asked to postpone is that an indefinite postponement. Administrative Deputy Orellana-Curtiss stated it is being postponed while they discuss other technical requirements for transitioning to NPSBN/AT&T.

There was no further discussion.

**(DIRECTOR GIALAMAS STATED CLOSED SESSION WILL BE TAKEN  
OUT-OF-ORDER)**

Director Gialamas stated that another item will be taken out of order and the Board will now go into Closed Session before we begin the administrative discussion items. Counsel Truc Moore stated its 9:41 a.m., proceeded to Closed Session as listed on the Agenda Item XI for lot 43 track 33409 Agoura Hills.

Counsel Truc Moore reconvened Open Session at 10:08 a.m. the brown act does not require a report.

**IX. CLOSED SESSION REPORT**

1. CONFER WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8. (1 case)

LA-RICS Negotiators: Sonia Chan

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

Director Gialamas heard Agenda Item G out of order under Agenda Item VI, Reports.

## **H. APPROVE ACCEPT 2017 URBAN AREAS SECURITY INITIATIVE FUNDS**

Administrative Deputy Orellana-Curtiss presented Agenda Item H and recommended that the Board:

1. Accept \$34,763,750 in grant funds from the Fiscal-Year 2017 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2017 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Alternate Board Member John Geiger motioned first, seconded by Alternate Board Member Cathy Chidester.

Ayes 8: Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez.

### **MOTION APPROVED**

## **I. APPROVE A SITE ACCESS AGREEMENT WITH THE COUNTY OF LOS ANGELES AND PERMITS TO ENTER WITH THE DISTRICT ENGINEER OF WATERWORKS DISTRICTS NOS. 29 & 40, AND AN AMENDMENT TO THE SITE ACCESS AGREEMENT WITH THE CITY OF PASADENA FOR LAND MOBILE RADIO SYSTEM SITES**

Executive Assistant Wendy Stallworth-Tait presented to the Board Agenda Item I, and requested that the Board:

1. Find that the approval and execution of the Site Access Agreement (SAA) for site CCT, the Permits to Enter for sites DWP38 and WWY, and the amendment to an existing SAA with the City of Pasadena for site MIR to allow for all Land Mobile Radio (LMR) system work to occur at these three sites for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, as covered by the respective SAA and Permit to Enter, are within the scope of the activities previously authorized at sites CCT and MIR on December 17, 2015 and at sites DWP38 and WWY on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality



- Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
2. Find that (a) approval of the Permit to Enter for site TOP to allow for all Land Mobile Radio system work to occur at this site is (a) within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LA-RICS LMR System previously certified by your Board under CEQA on March 29, 2016; and (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
  3. Authorize the Executive Director to finalize and execute agreements and permits substantially similar in form to the enclosed SAA, Permits to Enter and Amendment to SAA.

Board Member Alexander stated he has a question for Counsel Moore asking if this item should be segmented because we are talking about separate SAAs. Counsel Moore stated there are three jurisdictions in Agenda Item I, and to date we have been bundling them together. Your Board can approve them as one item unless you decide to segregate them because you're not going to approve certain motions.

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

Ayes 8: Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez.

#### **MOTION APPROVED**

#### **J. APPROVE MODIFICATION TO THE DELEGATION RELATING TO USE OF LA-RICS PUBLIC SAFETY BROADBAND NETWORK DEVICES MEMORANDUM OF UNDERSTANDING**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item J and recommend that the Board:

Modify the delegated authority relating to the execution of MOUs for the loan of PSBN devices to now include user equipment and/or devices (1) purchased via the PSBN



Devices Master Agreement, or (2) contemplated as part of any Board approved agreement, including but not limited to the PSBN Agreement, AT&T Transfer Agreement, No-Cost Agreements, etc.

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

Ayes 8: Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez.

**MOTION APPROVED**

**K. APPROVE SITE ACCESS AGREEMENT WITH FALCON CABLEVISION, A CALIFORNIA LIMITED PARTNERSHIP, FOR A LAND MOBILE RADIO SYSTEM SITE**

Executive Assistant Wendy Stallworth-Tait presented to the Board Agenda Item K, which was continued from our March 1, 2018, meeting. It is recommended that the Board:

1. Find that (a) approval of the SAA for the Agoura Hills (AGH) site listed in Enclosure 1 to allow for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site is within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with Falcon Cablevision, A California Limited Partnership.

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

Ayes 8: Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas, Fruhwirth and Perez.

**MOTION APPROVED**



**CONTINUED FROM MEETING OF MARCH 1, 2018**

- X. MISCELLANEOUS – NONE**
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XII. ADJOURNMENT and NEXT MEETING:**

The Board meeting adjourned at 10:17 a.m. and the next meeting is on Thursday, May 3, 2018, at 9:00 a.m., with a possibility of a Special Meeting on Thursday, May 17, 2018, at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

## Executive Summary

May 17, 2018

### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion – all infrastructure work is complete. Sites are operating and testing/optimization is completed.
- The Authority submitted its PSBN Round 2 Project Implementation Plan (PIP) to NTIA on February 15. The PIP is under review and the Authority is anticipated a response from NTIA in the coming weeks.

### LMR Update

- Zoning Drawing – 20 Sites are at ZD level, 6 of which are approved to proceed to 50% Level Drawings.
- 50% Construction Drawings – 0 Sites are at 50% level, 8 of which are in development for 75% Level Drawings.
- 75% Construction Drawings – 0 Sites are at 75% level and 0 sites are approved to proceed to 100% level.
- 100% Construction Drawings (Prior to submission for Building Permit) – 3 sites are at 100% level.
- Building Permit Received – 19 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            | 10. LA-RICS HQ, - Monterey Park                 |
| 2. BMT – Angeles, overlooking CA-138 and I-5    | 11. MLM – Mira Loma Detention Center            |
| 3. CCB – Compton                                | 12. MMC – Palmdale – Sierra Pelona Mountain Way |
| 4. CCT – Downtown                               | 13. MVS – Whittier                              |
| 5. CLM – Claremont                              | 14. ONK – Oat Nike                              |
| 6. FCCF – 1320 Eastern Ave                      | 15. PHN – Puente Hills                          |
| 7. HPK – Northern Angeles, overlooking Palmdale | 16. PLM – Palmdale                              |
| 8. LDWP243 – Junction of I-5 and CA-14          | 17. SDW – San Dimas Water Tank                  |
| 9. LASDTEM – Temple City                        | 18. TPK – Gorman                                |
|   | 19. VPK – Verdugo Peak - Glendale               |

<b>LA-RICS GRANT STATUS</b>					
<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	\$5,240,456	\$4,337,822	\$-	\$902,634	5/31/19
UASI 17	\$34,763,750	\$-	\$-	\$-	5/31/20
UASI 18	\$35,000,000	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$120,117,137	\$-	\$115,013,790	\$5,103,347	9/30/20

<b>STATUS OF PSBN AGENCY ONBOARDING</b>		
<b>Agency</b>	<b>Onboarding Status</b>	<b>Number of Units Installed/Demo Kit/SIM cards Received</b>
LASD	Installations in progress.	1098
LACoFD	Installations in progress.	586
Inglewood PD	Received 15 additional routers. FirstNet connection called an APN is ordered	23
Claremont PD	Two routers in use. FirstNet connection called and APN is ordered	2
Bell PD	Two routers in use. FirstNet connection called and APN is ordered.	2
Covina PD	Two routers in use.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. FirstNet connection ordered for LA-RICS.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. FirstNet connection ordered for LA-RICS.	2
Signal Hill PD	Response from AT&T regarding the type of router they are willing to provide is on hold pending final plans of router migration to FirstNet.	0
La Verne PD & FD	Installation of 2 routers is pending availability of out of service vehicles.	
Long Beach PD	Grand Prix complete. Next steps under evaluations with concerns about FirstNet/AT&T capacity.	2
Sierra Madre PD & FD	Elected to postpone their decision to accept LA-RICS routers.	2

## **AGENDA ITEM B**

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to 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 will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network utilizes 60 sites in its System Design and (2) Long Term Evolution (LTE) broadband data network is deployed at 76 sites. Both systems comply with CEQA and NEPA standards.

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

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

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

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



**Monthly Report No. 73**

**For April 2018**

**Submitted May 4, 2018**

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# LTE-1 UPDATES

## Site/Civil/Closeout

- Motorola has completed all outstanding punch list items and ATP's for the SCE COW's. Our internal operations team has completed their drive test, analyzed the data gathered during these tests. The next steps are to make the recommended changes such as down tilts, azimuth or power reductions to assure that the newly integrated sites will perform at the required levels .
- The Office of The Statewide Health and Planning Department (OSHPD) issued the permit to MSI and their contractor earlier this year for site LACUSC. All Construction/Installation has begun on the site and it is expected to be complete within the next month. We experienced a brief delay due to a permitting question but that has been resolved and construction has resumed. The completion timeline has been extended to May 11th.

## PSBN OnBoarding

- 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 and Govern MSI
2. Ensure PSBN operational performance
3. Ensure internal LA-RICS operational aspects are in place
4. Develop and Implement Policies
5. Govern Change Management

The weekly Operations meetings are scheduled as follows:

- **Tuesdays - Network Fault and Performance:** (Joint LA-RICs and MSI meeting) The session provides updates and resolutions for Network deficiencies, trouble tickets including system alarms occurring throughout the Radio Access Network (RAN) as well as the Core. This one (1) hour meeting focuses on reviewing and examining all incidents identified during the past week that affect and determine Service Level Agreements (SLAs) and KPIs. Areas of operational performance governance include trouble identification, sectionalization, resolution including processes and activities MSI could improve to effectively manage the network.
- **Wednesday - Internal Operations Meeting:** This internal meeting encompasses a pool of objectives formulated to address internal functional and resource structures, assignments, process and procedures as well as strategies to govern MSI and work through their deficiencies. Included are progress reports on daily functions, change management as well as updates on assigned action items.
- **Thursday - Process Improvements, Policy and Governance:** The team (Joint LA-RICS and MSI meeting) meets once a week to discuss Governance and resources focused on improving MSI processes specifically targeted towards alarms, trouble ticketing including Radio Access Network (RAN) and Core upgrades and functionality.

## Special Events

Current preparations and activities:

- |   |                          |
|---|--------------------------|
| • Testing                                       | • Devices                |
| ◇ ATT – Priority                                | ◇ Antennas for testing   |
| ◇ 75 phones                                     | ◇ Camera/video placement |
| ◇ 25 Routers                                    | ◇ Testing scenarios      |
| ◇ ATT Sims (LASD connections only)              | ◆ Video comparison       |
| ◇ Verizon Sims and Mobile cards                 | ◆ UL & DL                |
| ◇ Initial Test for POD-Runner (LTE Mobile site) |                          |

## LTE 2 Updates

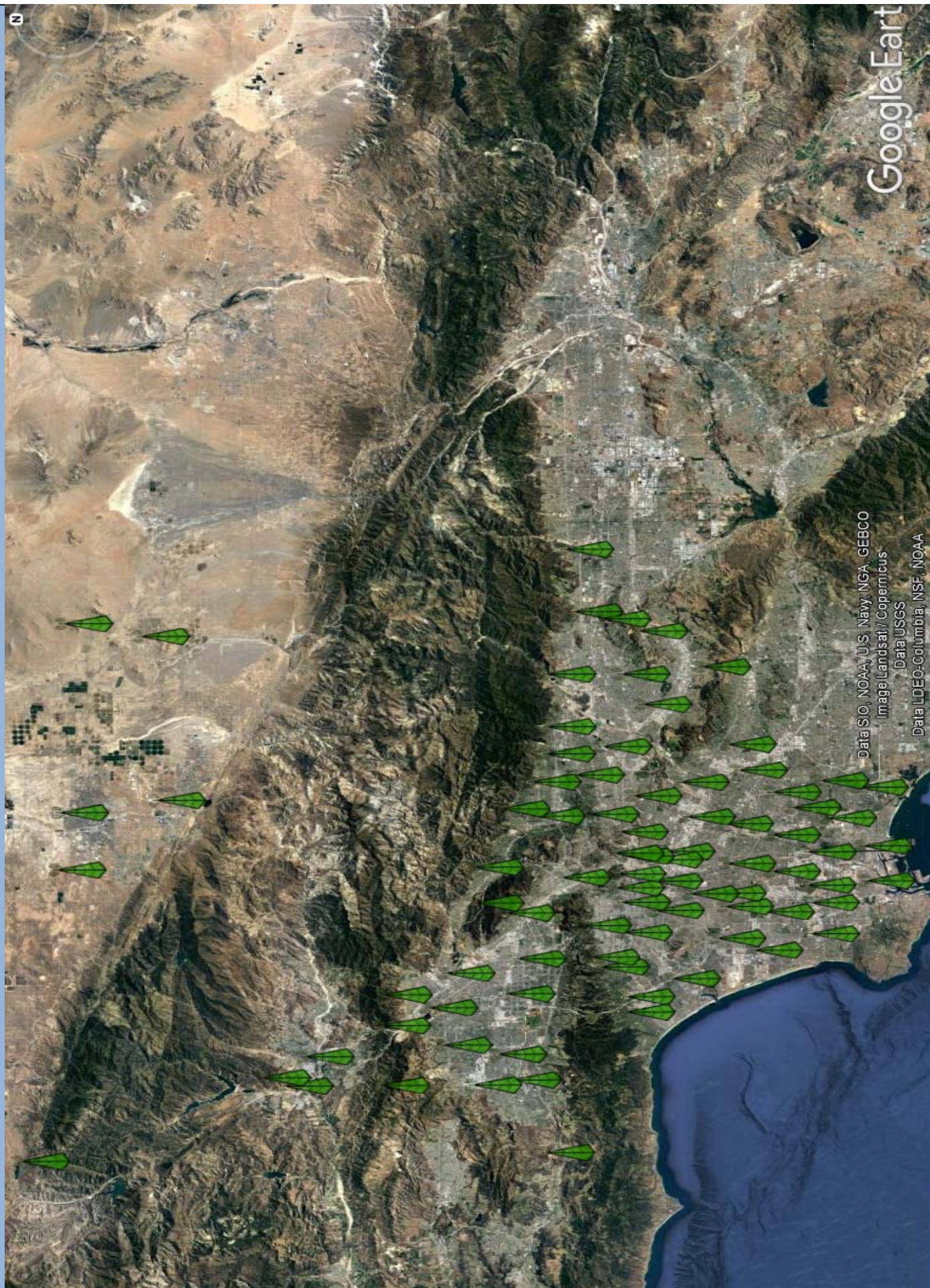
The Authority submitted the LA-RICS PSBN Round 2 Project Implementation Plan (PIP) to NTIA on February 15. NTIA provided an initial set of comments and the Authority responded March 26th. The Authority has requested a final response from NTIA by April 27. NTIA asked additional follow-up questions regarding Objective 3 (Interoperable Applications). The Authority responded to the questions on April 23. We are still awaiting approval from NTIA. The PIP contains three Objectives: 1) Coverage Augmentation, 2) COLTs, and 3) Interoperable Applications. A pool of 40 candidates (site locations) will be the focus of Objective 1 all of which will be subjected to the environmental process. Out of the 40 candidates, 26 plus sites will be selected for construction. The candidates are a mix of both new locations and existing, or to be constructed, LMR sites. These sites were elected for the PSBN Round 2 project by both ATT engineers and LARICS in order to address the needs of public safety in both the mountains as well as in the urban areas based on the existing commercial AT&T footprint. AT&T provided a letter of support of the PIP to NTIA and the letter was submitted as part of the Authority's overall submission. Both LARICS and ATT are committed to moving forward without delay to bring the resources needed to make Round 2 a successful program. LA-RICS has weekly ongoing meetings with ATT to continue narrowing down any outstanding items supporting the previous requirements for transition of all users from the current PSBN Core to the ATT network Core as well as devices previously chosen to support Public Safety.

Weekly calls between ATT and LARICS are on-going focused on the transition plan for the existing PSBN system from the LARICS core to the ATT core. Additional discussions, activities and meetings:

- Technical meetings with MSI (Cardlepoint and Sierra Wireless)
- Device, routers, PSBN sims products and next steps
- Backhaul and APNs
- County Service contracts
- Device demo's



## LTE-1 SITES





## LMR UPDATES

### Environmental Update

- Attended teleconferences with FEMA and Cal OES on April 2 and 16. Worked on finishing a spreadsheet for FEMA that shows the regulatory sources of mitigation measures required during construction at LMR sites.
- Continued to review Pyramid's and FCS's pre-construction forms and weekly and daily compliance reports.
- Continued visits to LMR sites.
- Submitted the BRRS2 for Site INDWT to the USFWS on April 5.
- Prepared NODs and NOEs for several LMR sites for April 12 Board meeting CEQA actions (e.g., approving a SAA).
- Prepared the final Initial Study/Mitigated Negative Declaration, Notice of Completion, and Notice of Intent for Site INDWT. Produced hard copies of the IS/MND document and shipped them to the State Clearinghouse on April 19. Submitted the NOI for publication in two local newspapers schedule to run on April 25.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 776 persons as of April 18.

### Permitting Support

- Jacobs continues to review MSI's work and meet weekly with MSI to support MSI's developing and adhering to a P6 schedule for individual coastal development permit (CDP) submittal packages for sites included in the Santa Catalina Island, Santa Monica Mountains, and City of Malibu Local Coastal Plans (LCPs) and under State of California jurisdiction. This effort includes review of MSI-submitted zoning and construction parameters (e.g., proposed tower heights and other site design features) to verify these are consistent with Authority requirements and compliant with each applicable LCP, and directing MSI to modify design drawings as appropriate to meet program needs.
- Jacobs continues to drive the submittal of the Proposal and SF 299 special use permit (SUP) application packages for proposed construction and operations of LMR sites on the ANF. Jacobs continues to meet weekly with MSI to drive MSI in completing an LMR system design compliant with the ANF's Land Management Plan that meets system needs, and is working with MSI in developing a P6 schedule associated with successful Proposal and SUP submissions. Under the temporary SUP, the geotechnical investigation for the USFS sites is being re-accomplished at 3 sites where design alterations have resulted in tower relocations; radio spectrum fingerprinting-noise floor monitoring studies are also pending completion. Jacobs and Authority staff continue to meet with key ANF on a monthly basis.

### Budget

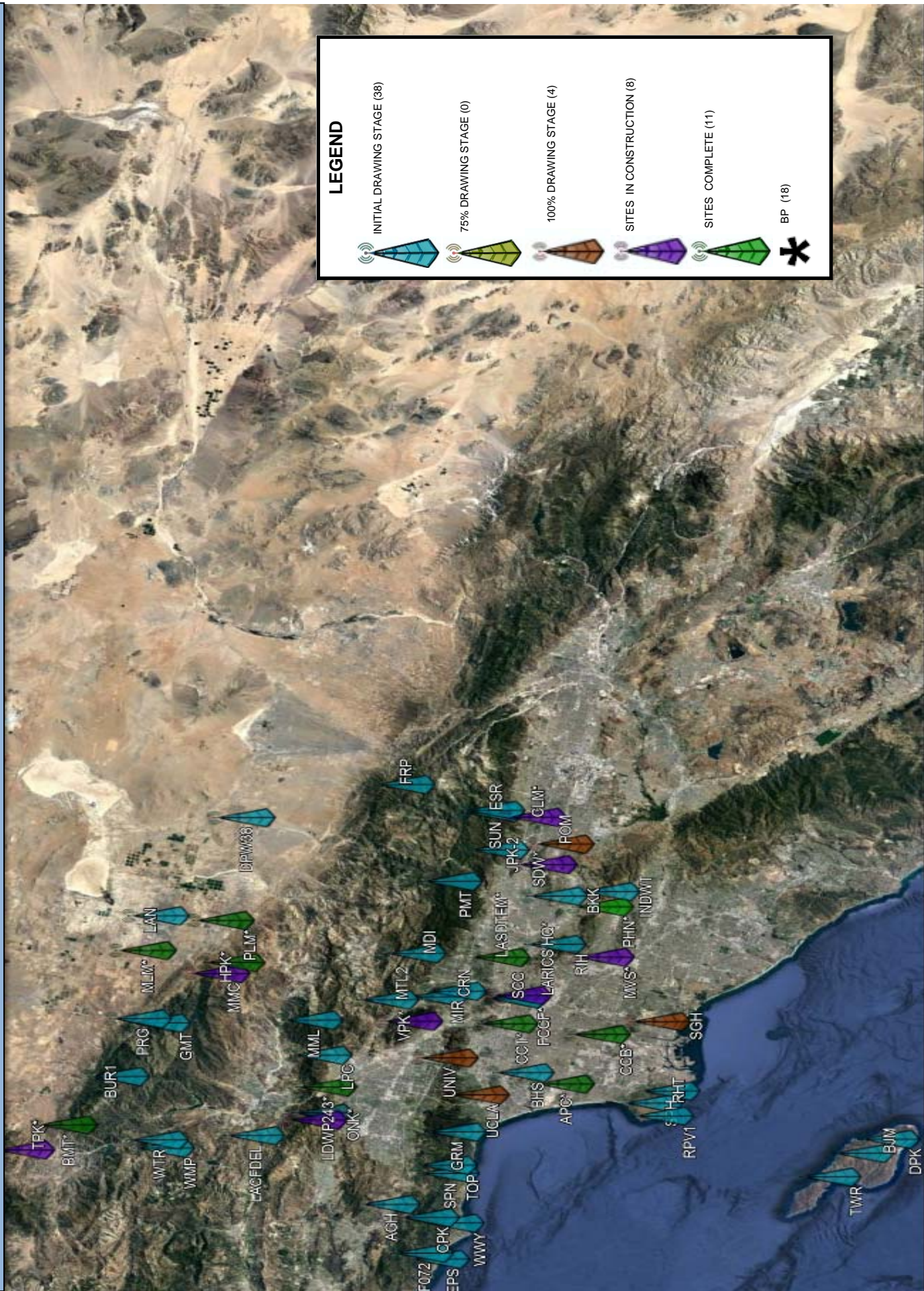
- Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4.

### Site/Civil

- The Authority and Motorola were able to achieve all UASI 13 spending requirements.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twenty (20) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM and SDW) have been submitted and approvals have been received for nineteen (19) of the twenty sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. As of 04/23/2018 nineteen LMR Building Permit Applications have been approved and construction is underway on all nineteen sites.
- 22 each 100% CD's have been received for review and approval by the authority as of 04/23/2018 of which 20 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- The proposed LMR Rio Hondo (RIH) site at Puente Hills Landfill has been relocated outside the LA County lease area and LA-RICS will be negotiating a Site Access Agreement (SAA) directly with LA County Sanitation District 18. With the addition of RIH, Jacobs is now tasked with obtaining SAA's for 18 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 04/23/2018 twenty seven (27) executed SAA's are in place.



# LMR SITES





## **Monthly Report #56**

**Reporting Period: 3/16/18 thru 4/18/18**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 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** to: (a)reconcile 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) make 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.

**This report covers the period from 3/16/18 thru 4/18/18**

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

The primary Phase 1 activities for this period include:

**LMR System Design**

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring process review, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process

as well as information as it is refined and determined weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

### Site Design Activities



Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, 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.



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

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

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in 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.
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.

LMR Project Dashboard			
Category	Rating	Change	Comments
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	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	In Process
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
<b>Construction</b>	
Sites (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN, MMC, MVS, ONK, PLM, SDW, TPK, VPK, LARICSHQ, CLM)	In Process
<b>Staging</b>	
Microwave/Backhaul – Manassas, VA	Complete



Activity Name	Activity Status
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	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
<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
Geotechnical Boring	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

Activity Name	Activity Status
<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
Construction (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN, MMC, MVS, ONK, PLM, SDW, TPK, VPK, LARICSHQ, CLM, POM)	On Going

Activity Name	Activity Status
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process

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

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Going
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	On Going
<b>LMR System Redesign</b>	
Review and Approve design baseline site parameters & design sections	On Going
Contract True-up of site designs and equipment for each site	On Going
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Geotechnical Boring Plans	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages - 10 sites (AGH, BKK, CRN, SGH, UNIV, CLM, LAN, LARICSHQ, OAT, UCLA)	On Going
<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	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	Med	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
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, and 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
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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

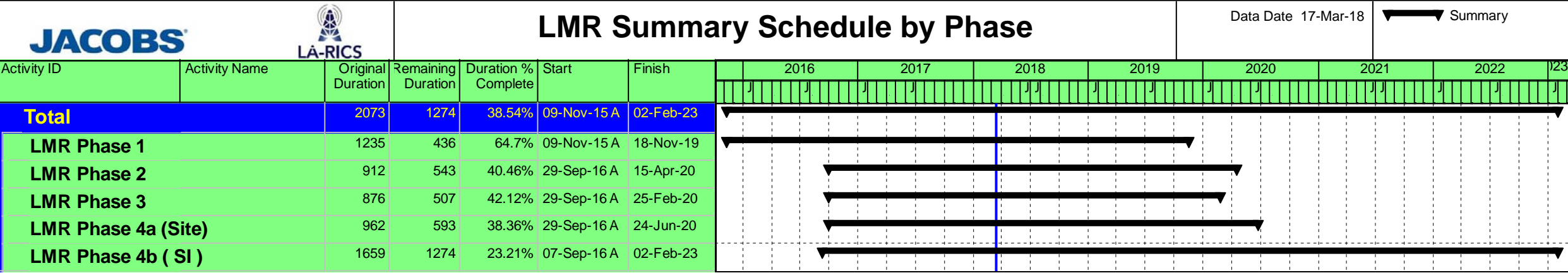
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

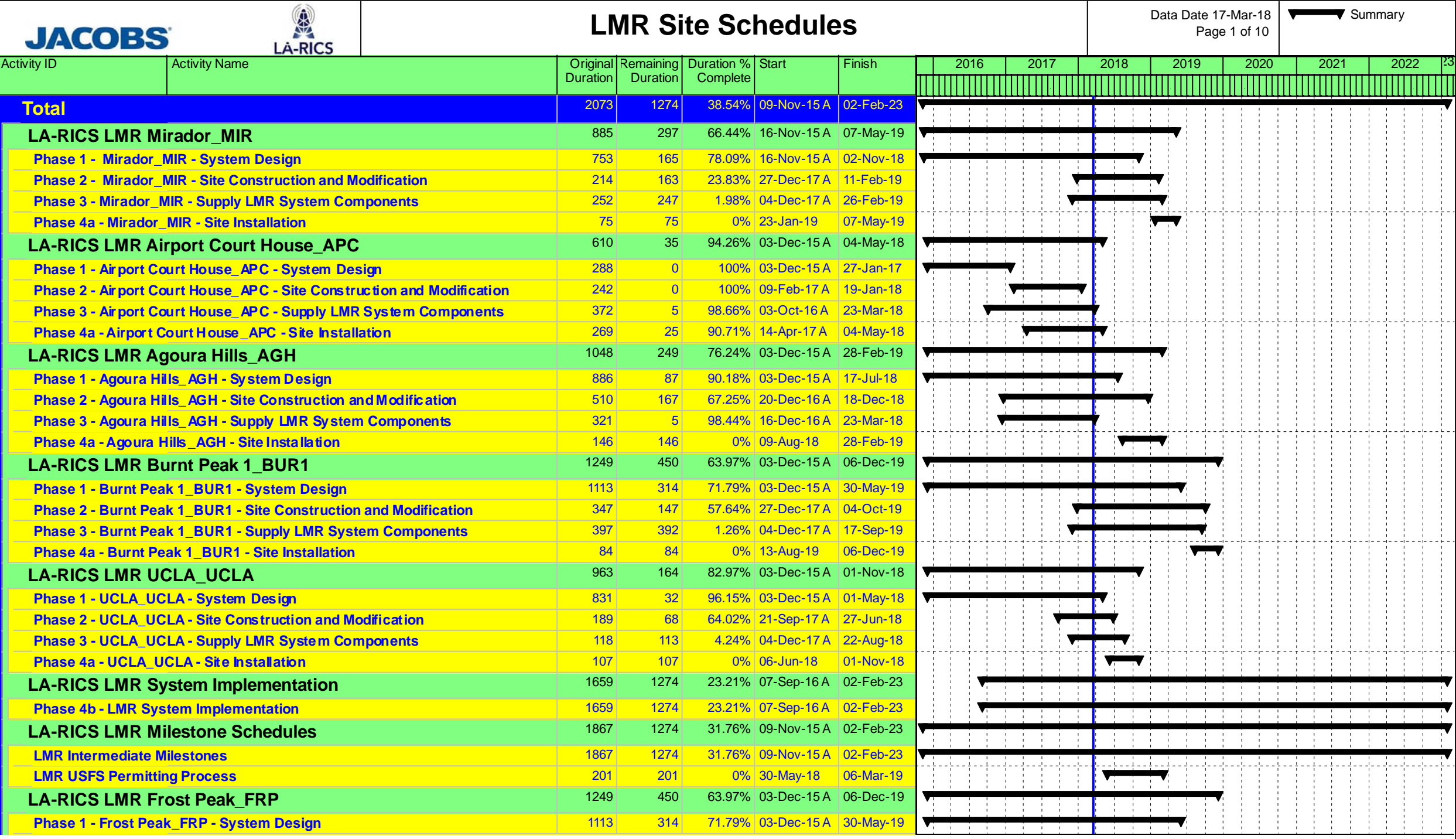
Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	165,366,424
Cumulative Invoice Payments from Last Report	64,328,581
Total Invoice Payments This Period	6,390,272
Remaining Amount to be Paid	94,647,571

## 7. LA-RICS Master Schedule

Schedule review meetings are held weekly. The project schedule includes the latest list of sites and the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds. An exported file (XER) of the master project schedule is delivered on a weekly basis.









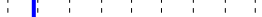




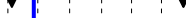




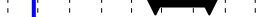




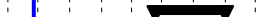




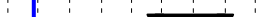

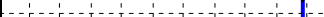


(See attached LMR Executive Project Summary Snapshots)





<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 2 of 10		Summary									
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish												
							2016	2017	2018	2019	2020	2021	2022	23				
Phase 2 - Frost Peak_FRP - Site Construction and Modification		343	147	57.14%	27-Dec-17 A	04-Oct-19												
Phase 3 - Frost Peak_FRP - Supply LMR System Components		397	392	1.26%	04-Dec-17 A	17-Sep-19												
Phase 4a - Frost Peak_FRP - Site Installation		84	84	0%	13-Aug-19	06-Dec-19												
LA-RICS LMR Grass Mountain_GMT		1259	460	63.46%	03-Dec-15 A	20-Dec-19												
Phase 1 - Grass Mountain_GMT - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19												
Phase 2 - Grass Mountain_GMT - Site Construction and Modification		151	151	0%	14-Mar-19	10-Oct-19												
Phase 3 - Grass Mountain_GMT - Supply LMR System Components		398	393	1.26%	04-Dec-17 A	18-Sep-19												
Phase 4a - Grass Mountain_GMT - Site Installation		93	93	0%	14-Aug-19	20-Dec-19												
LA-RICS LMR Johnstone Peak_JPK2		995	487	51.06%	21-Jan-16 A	28-Jan-20												
Phase 1 - Johnstone Peak_JPK2 - System Design		828	320	61.35%	21-Jan-16 A	07-Jun-19												
Phase 2 - Johnstone Peak_JPK2 - Site Construction and Modification		419	179	57.28%	27-Dec-17 A	12-Nov-19												
Phase 3 - Johnstone Peak_JPK2 - Supply LMR System Components		392	387	1.28%	04-Dec-17 A	10-Sep-19												
Phase 4a - Johnstone Peak_JPK2 - Site Installation		126	126	0%	06-Aug-19	28-Jan-20												
LA-RICS LMR Loop Canyon_LPC		1242	443	64.33%	03-Dec-15 A	27-Nov-19												
Phase 1 - Loop Canyon_LPC - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19												
Phase 2 - Loop Canyon_LPC - Site Construction and Modification		134	134	0%	12-Jan-18 A	17-Sep-19												
Phase 3 - Loop Canyon_LPC - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19												
Phase 4a - Loop Canyon_LPC - Site Installation		76	76	0%	14-Aug-19	27-Nov-19												
LA-RICS LMR Mount Disappointment_MDI		1021	446	56.32%	03-Dec-15 A	02-Dec-19												
Phase 1 - Mount Disappointment_MDI - System Design		890	315	64.61%	03-Dec-15 A	31-May-19												
Phase 2 - Mount Disappointment_MDI - Site Construction and Modification		137	137	0%	14-Mar-19	20-Sep-19												
Phase 3 - Mount Disappointment_MDI - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19												
Phase 4a - Mount Disappointment_MDI - Site Installation		79	79	0%	14-Aug-19	02-Dec-19												
LA-RICS LMR Magic Mountain Link_MML		1251	452	63.87%	03-Dec-15 A	10-Dec-19												
Phase 1 - Magic Mountain Link_MML - System Design		1113	314	71.79%	03-Dec-15 A	30-May-19												
Phase 2 - Magic Mountain Link_MML - Site Construction and Modification		379	159	58.05%	27-Dec-17 A	22-Oct-19												
Phase 3 - Magic Mountain Link_MML - Supply LMR System Components		397	392	1.26%	04-Dec-17 A	17-Sep-19												
Phase 4a - Magic Mountain Link_MML - Site Installation		57	57	0%	23-Sep-19	10-Dec-19												
LA-RICS LMR Mount Lukens-2_MTL2		1265	466	63.16%	03-Dec-15 A	30-Dec-19												
Phase 1 - Mount Lukens-2_MTL2 - System Design		1125	326	71.02%	03-Dec-15 A	17-Jun-19												
Phase 2 - Mount Lukens-2_MTL2 - Site Construction and Modification		155	155	0%	14-Mar-19	16-Oct-19												
Phase 3 -Mount Lukens-2_MTL2 - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19												
Phase 4a - Mount Lukens-2_MTL2 - Site Installation		99	99	0%	14-Aug-19	30-Dec-19												



<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 3 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
LA-RICS LMR Pine Mountain_PMT		1264	465	63.21%	03-Dec-15 A	27-Dec-19								
Phase 1 - Pine Mountain_PMT - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Pine Mountain_PMT - Site Construction and Modification		154	154	0%	14-Mar-19	15-Oct-19								
Phase 3 - Pine Mountain_PMT - Supply LMR System Components		398	393	1.26%	04-Dec-17 A	18-Sep-19								
Phase 4a - Pine Mountain_PMT - Site Installation		98	98	0%	14-Aug-19	27-Dec-19								
LA-RICS LMR Portal Ridge_PRG		1264	465	63.21%	03-Dec-15 A	27-Dec-19								
Phase 1 - Portal Ridge_PRG - System Design		1129	330	70.77%	03-Dec-15 A	21-Jun-19								
Phase 2 - Portal Ridge_PRG - Site Construction and Modification		154	154	0%	12-Jan-18 A	15-Oct-19								
Phase 3 - Portal Ridge_PRG - Supply LMR System Components		408	408	0%	19-Mar-18	09-Oct-19								
Phase 4a - Portal Ridge_PRG - Site Installation		82	82	0%	05-Sep-19	27-Dec-19								
LA-RICS LMR San Pedro Hill_SPH		862	388	54.99%	02-May-16 A	11-Sep-19								
Phase 1 - San Pedro Hill_SPH - System Design		733	259	64.67%	02-May-16 A	14-Mar-19								
Phase 2 - San Pedro Hill_SPH - Site Construction and Modification		359	115	67.97%	12-Jan-18 A	30-May-19								
Phase 3 - San Pedro Hill_SPH - Supply LMR System Components		336	336	0%	19-Mar-18	01-Jul-19								
Phase 4a - San Pedro Hill_SPH - Site Installation		110	110	0%	11-Apr-19	11-Sep-19								
LA-RICS LMR East Sunset Ridge_ESR		1186	387	67.37%	04-Apr-17 A	10-Sep-19								
Phase 1 - East Sunset Ridge_ESR - System Design		1107	308	72.18%	04-Apr-17 A	22-May-19								
Phase 2 - East Sunset Ridge_ESR - Site Construction and Modification		113	113	0%	14-Mar-19	19-Aug-19								
Phase 3 - East Sunset Ridge_ESR - Supply LMR System Components		382	382	0%	19-Mar-18	03-Sep-19								
Phase 4a - East Sunset Ridge_ESR - Site Installation		114	114	0%	04-Apr-19	10-Sep-19								
LA-RICS LMR Whitaker Middle Peak_WMP		1252	453	63.82%	03-Dec-15 A	11-Dec-19								
Phase 1 - Whitaker Middle Peak_WMP - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Whitaker Middle Peak_WMP - Site Construction and Modification		144	144	0%	14-Mar-19	01-Oct-19								
Phase 3 - Whitaker Middle Peak_WMP - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19								
Phase 4a - Whitaker Middle Peak_WMP - Site Installation		86	86	0%	14-Aug-19	11-Dec-19								
LA-RICS LMR Whitaker Ridge_WTR		1252	453	63.82%	03-Dec-15 A	11-Dec-19								
Phase 1 - Whitaker Ridge_WTR - System Design		1114	315	71.72%	03-Dec-15 A	31-May-19								
Phase 2 - Whitaker Ridge_WTR - Site Construction and Modification		144	144	0%	14-Mar-19	01-Oct-19								
Phase 3 - Whitaker Ridge_WTR - Supply LMR System Components		393	393	0%	19-Mar-18	18-Sep-19								
Phase 4a - Whitaker Ridge_WTR - Site Installation		86	86	0%	14-Aug-19	11-Dec-19								
LA-RICS LMR Bald Mountain_BMT		716	55	92.32%	16-Nov-15 A	01-Jun-18								
Phase 1 - Bald Mountain_BMT - System Design		286	0	100%	16-Nov-15 A	06-Jan-17								
Phase 2 - Bald Mountain_BMT - Site Construction and Modification		393	26	93.38%	13-Oct-16 A	03-May-18								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules						Data Date 17-Mar-18 Page 4 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
Phase 3 - Bald Mountain_BMT - Supply LMR System Components		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - Bald Mountain_BMT - Site Installation		396	45	88.64%	27-Feb-17 A	01-Jun-18								
LA-RICS LMR Cerro Negro_CRN		1041	242	76.75%	03-Dec-15 A	19-Feb-19								
Phase 1 - Cerro Negro_CRN - System Design		906	107	88.19%	03-Dec-15 A	14-Aug-18								
Phase 2 - Cerro Negro_CRN - Site Construction and Modification		465	141	69.68%	28-Feb-17 A	18-Dec-18								
Phase 3 - Cerro Negro_CRN - Supply LMR System Components		321	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Cerro Negro_CRN - Site Installation		116	116	0%	11-Sep-18	19-Feb-19								
LA-RICS LMR Del Valle Training_LACFDEL		1062	263	75.24%	03-Dec-15 A	20-Mar-19								
Phase 1 - Del Valle Training_LACFDEL - System Design		927	125	86.52%	03-Dec-15 A	12-Sep-18								
Phase 2 - Del Valle Training_LACFDEL - Site Construction and Modification		329	152	53.8%	16-Dec-16 A	09-Jan-19								
Phase 3 - Del Valle Training_LACFDEL - Supply LMR System Components		214	209	2.34%	04-Dec-17 A	03-Jan-19								
Phase 4a - Del Valle Training_LACFDEL - Site Installation		82	82	0%	27-Nov-18	20-Mar-19								
LA-RICS LMR Verdugo Peak County_VPK		899	100	88.88%	03-Dec-15 A	03-Aug-18								
Phase 1 - Verdugo Peak County_VPK - System Design		737	1	99.86%	03-Dec-15 A	19-Mar-18								
Phase 2 - Verdugo Peak County_VPK - Site Construction and Modification		362	49	86.46%	20-Dec-16 A	24-May-18								
Phase 3 - Verdugo Peak County_VPK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Verdugo Peak County_VPK - Site Installation		90	90	0%	02-Apr-18	03-Aug-18								
LA-RICS LMR Universal Studios_UNIV		987	188	80.95%	01-Jun-16 A	05-Dec-18								
Phase 1 - Universal Studios_UNIV - System Design		857	58	93.23%	01-Jun-16 A	06-Jun-18								
Phase 2 - Universal Studios_UNIV - Site Construction and Modification		297	137	53.87%	17-Aug-17 A	25-Oct-18								
Phase 3 - Universal Studios_UNIV - Supply LMR System Components		141	136	3.55%	26-Jul-17 A	24-Sep-18								
Phase 4a - Universal Studios_UNIV - Site Installation		78	78	0%	20-Aug-18	05-Dec-18								
LA-RICS LMR Industry Water Tank_INDWT		551	245	55.54%	12-Dec-16 A	22-Feb-19								
Phase 1 - Industry Water Tank_INDWT - System Design		419	113	73.03%	12-Dec-16 A	22-Aug-18								
Phase 2 - Industry Water Tank_INDWT - Site Construction and Modification		372	188	49.46%	12-Jul-17 A	21-Dec-18								
Phase 3 - Industry Water Tank_INDWT - Supply LMR System Components		186	181	2.69%	04-Dec-17 A	26-Nov-18								
Phase 4a - Industry Water Tank_INDWT - Site Installation		91	91	0%	19-Oct-18	22-Feb-19								
LA-RICS LMR Compton Court Building_CCB		613	38	93.8%	03-Dec-15 A	09-May-18								
Phase 1 - Compton Court Building_CCB - System Design		338	0	100%	03-Dec-15 A	18-Apr-17 A								
Phase 2 - Compton Court Building_CCB - Site Construction and Modification		387	28	92.76%	13-Oct-16 A	25-Apr-18								
Phase 3 - Compton Court Building_CCB - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - Compton Court Building_CCB - Site Installation		241	28	88.38%	30-May-17 A	09-May-18								
LA-RICS LMR Claremont_CLM		739	164	77.81%	03-Dec-15 A	01-Nov-18								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules						Data Date 17-Mar-18 Page 5 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	2023
	Phase 1 - Claremont_CLM - System Design	576	1	99.83%	03-Dec-15 A	19-Mar-18								
	Phase 2 - Claremont_CLM - Site Construction and Modification	204	42	79.41%	08-Aug-17 A	31-May-18								
	Phase 3 - Claremont_CLM - Supply LMR System Components	118	113	4.24%	04-Dec-17 A	22-Aug-18								
	Phase 4a - Claremont_CLM - Site Installation	136	136	0%	26-Apr-18	01-Nov-18								
	LA-RICS LMR BKK Landfill_BKK	1039	240	76.9%	03-Dec-15 A	15-Feb-19								
	Phase 1 - BKK Landfill_BKK - System Design	907	108	88.09%	03-Dec-15 A	15-Aug-18								
	Phase 2 - BKK Landfill_BKK - Site Construction and Modification	387	156	59.69%	13-Jul-17 A	09-Jan-19								
	Phase 3 - BKK Landfill_BKK - Supply LMR System Components	117	112	4.27%	26-Jul-17 A	21-Aug-18								
	Phase 4a - BKK Landfill_BKK - Site Installation	119	119	0%	04-Sep-18	15-Feb-19								
	LA-RICS LMR Lower Encinal Pump Station_LEPS	1392	593	57.4%	03-Dec-15 A	24-Jun-20								
	Phase 1 - Lower Encinal Pump Station_LEPS - System Design	1235	436	64.7%	03-Dec-15 A	18-Nov-19								
	Phase 2 - Lower Encinal Pump Station_LEPS - Site Construction and Modifica	210	210	0%	12-Jan-18 A	15-Apr-20								
	Phase 3 - Lower Encinal Pump Station_LEPS - Supply LMR System Compone	507	507	0%	19-Mar-18	25-Feb-20								
	Phase 4a - Lower Encinal Pump Station_LEPS - Site Installation	111	111	0%	22-Jan-20	24-Jun-20								
	LA-RICS LMR LA-RICS Headquarters Building_LARICSHQ	638	164	74.29%	25-May-16 A	01-Nov-18								
	Phase 1 - LA-RICS Headquarters Building_LARICSHQ - System Design	475	1	99.79%	25-May-16 A	19-Mar-18								
	Phase 2 - LA-RICS Headquarters Building_LARICSHQ - Site Construction and	240	59	75.42%	08-Aug-17 A	25-Jun-18								
	Phase 3 - LA-RICS Headquarters Building_LARICSHQ - Supply LMR System C	118	113	4.24%	04-Dec-17 A	22-Aug-18								
	Phase 4a - LA-RICS Headquarters Building_LARICSHQ - Site Installation	108	108	0%	05-Jun-18	01-Nov-18								
	LA-RICS LMR Winding Way_WWY	934	465	50.21%	06-May-16 A	27-Dec-19								
	Phase 1 - Winding Way_WWY - System Design	789	320	59.44%	06-May-16 A	07-Jun-19								
	Phase 2 - Winding Way_WWY - Site Construction and Modification	186	186	0%	29-Jan-19	15-Oct-19								
	Phase 3 - Winding Way_WWY - Supply LMR System Components	387	387	0%	19-Mar-18	10-Sep-19								
	Phase 4a - Winding Way_WWY - Site Installation	104	104	0%	06-Aug-19	27-Dec-19								
	LA-RICS LMR Mira Loma Facility_MLM	654	79	87.92%	03-Dec-15 A	05-Jul-18								
	Phase 1 - Mira Loma Facility_MLM - System Design	356	0	100%	03-Dec-15 A	08-May-17								
	Phase 2 - Mira Loma Facility_MLM - Site Construction and Modification	380	55	85.53%	05-Dec-16 A	01-Jun-18								
	Phase 3 - Mira Loma Facility_MLM - Supply LMR System Components	324	5	98.46%	12-Dec-16 A	23-Mar-18								
	Phase 4a - Mira Loma Facility_MLM - Site Installation	235	69	70.64%	04-Aug-17 A	05-Jul-18								
	LA-RICS LMR Rolling Hills Transmit_RHT	819	244	70.21%	03-Dec-15 A	21-Feb-19								
	Phase 1 - Rolling Hills Transmit_RHT - System Design	682	107	84.31%	03-Dec-15 A	14-Aug-18								
	Phase 2 - Rolling Hills Transmit_RHT - Site Construction and Modification	396	162	59.09%	12-Jul-17 A	09-Jan-19								
	Phase 3 - Rolling Hills Transmit_RHT - Supply LMR System Components	191	186	2.62%	04-Dec-17 A	03-Dec-18								
	Phase 4a - Rolling Hills Transmit_RHT - Site Installation	85	85	0%	26-Oct-18	21-Feb-19								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules						Data Date 17-Mar-18 Page 6 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	2023
LA-RICS LMR Criminal Courts Building_CCT		612	37	93.95%	03-Dec-15 A	08-May-18								
Phase 1 - Criminal Courts Building_CCT - System Design		338	0	100%	03-Dec-15 A	11-May-17								
Phase 2 - Criminal Courts Building_CCT - Site Construction and Modification		386	27	93.01%	13-Oct-16 A	24-Apr-18								
Phase 3 - Criminal Courts Building_CCT - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - Criminal Courts Building_CCT - Site Installation		233	27	88.41%	08-Jun-17 A	08-May-18								
LA-RICS LMR Topanga Peak_TOP		1095	296	72.97%	03-Dec-15 A	06-May-19								
Phase 1 - Topanga Peak_TOP - System Design		954	155	83.75%	03-Dec-15 A	19-Oct-18								
Phase 2 - Topanga Peak_TOP - Site Construction and Modification		270	153	43.33%	13-Jul-17 A	05-Mar-19								
Phase 3 - Topanga Peak_TOP - Supply LMR System Components		237	237	0%	19-Mar-18	12-Feb-19								
Phase 4a - Topanga Peak_TOP - Site Installation		85	85	0%	08-Jan-19	06-May-19								
LA-RICS LMR County FS 72_LACF072		1319	520	60.58%	03-Dec-15 A	13-Mar-20								
Phase 1 - County FS 72_LACF072 - System Design		1187	388	67.31%	03-Dec-15 A	11-Sep-19								
Phase 2 - County FS 72_LACF072 - Site Construction and Modification		510	151	70.39%	27-Dec-17 A	20-Dec-19								
Phase 3 - County FS 72_LACF072 - Supply LMR System Components		474	469	1.05%	04-Dec-17 A	02-Jan-20								
Phase 4a - County FS 72_LACF072 - Site Installation		81	81	0%	22-Nov-19	13-Mar-20								
LA-RICS LMR Saddle Peak_SPN		1077	278	74.19%	03-Dec-15 A	10-Apr-19								
Phase 1 - Saddle Peak_SPN - System Design		945	146	84.55%	03-Dec-15 A	08-Oct-18								
Phase 2 - Saddle Peak_SPN - Site Construction and Modification		152	152	0%	12-Jan-18 A	14-Jan-19								
Phase 3 - Saddle Peak_SPN - Supply LMR System Components		228	228	0%	19-Mar-18	30-Jan-19								
Phase 4a - Saddle Peak_SPN - Site Installation		79	79	0%	21-Dec-18	10-Apr-19								
LA-RICS LMR FCCF_FCCF		628	35	94.43%	09-Nov-15 A	04-May-18								
Phase 1- FCCF_FCCF - System Design		318	0	100%	09-Nov-15 A	10-Feb-17								
Phase 2 - FCCF_FCCF - Site Construction and Modification		349	0	100%	13-Oct-16 A	23-Feb-18								
Phase 3 - FCCF_FCCF - Supply LMR System Components		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - FCCF_FCCF - Site Installation		280	25	91.07%	27-Feb-17 A	04-May-18								
LA-RICS LMR Castro Peak_CPK		868	293	66.24%	03-Dec-15 A	01-May-19								
Phase 1 - Castro Peak_CPK - System Design		736	161	78.13%	03-Dec-15 A	29-Oct-18								
Phase 2 - Castro Peak_CPK - Site Construction and Modification		413	138	66.59%	23-Jun-17 A	13-Feb-19								
Phase 3 - Castro Peak_CPK - Supply LMR System Components		248	243	2.02%	04-Dec-17 A	20-Feb-19								
Phase 4a - Castro Peak_CPK - Site Installation		76	76	0%	16-Jan-19	01-May-19								
LA-RICS LMR Pomona Court House_POM		962	163	83.06%	03-Dec-15 A	31-Oct-18								
Phase 1 - Pomona Court House_POM - System Design		823	24	97.08%	03-Dec-15 A	19-Apr-18								
Phase 2 - Pomona Court House_POM - Site Construction and Modification		251	130	48.21%	21-Sep-17 A	14-Sep-18								



<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 7 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
	Phase 3 - Pomona Court House_POM - Supply LMR System Components	117	112	4.27%	26-Jul-17 A	21-Aug-18								
	Phase 4a - Pomona Court House_POM - Site Installation	153	153	0%	02-Apr-18	31-Oct-18								
	LA-RICS LMR Mount McDill_MMC	866	67	92.26%	03-Dec-15 A	19-Jun-18								
	Phase 1 - Mount McDill_MMC - System Design	700	0	100%	03-Dec-15 A	04-Jan-18								
	Phase 2 - Mount McDill_MMC - Site Construction and Modification	334	33	90.12%	04-Dec-16 A	02-May-18								
	Phase 3 - Mount McDill_MMC - Supply LMR System Components	363	44	87.88%	01-Dec-16 A	17-May-18								
	Phase 4a - Mount McDill_MMC - Site Installation	101	60	40.59%	30-Jan-18 A	19-Jun-18								
	LA-RICS LMR Baldwin Hills County_BHS	1043	244	76.61%	03-Dec-15 A	21-Feb-19								
	Phase 1 - Baldwin Hills County_BHS - System Design	903	104	88.48%	03-Dec-15 A	09-Aug-18								
	Phase 2 - Baldwin Hills County_BHS - Site Construction and Modification	311	191	38.59%	13-Sep-17 A	13-Dec-18								
	Phase 3 - Baldwin Hills County_BHS - Supply LMR System Components	188	183	2.66%	04-Dec-17 A	28-Nov-18								
	Phase 4a - Baldwin Hills County_BHS - Site Installation	88	88	0%	23-Oct-18	21-Feb-19								
	LA-RICS LMR Hauser Peak_HPK	864	65	92.48%	16-Nov-15 A	15-Jun-18								
	Phase 1 - Hauser Peak_HPK - System Design	497	0	100%	16-Nov-15 A	06-Jan-17								
	Phase 2 - Hauser Peak_HPK - Site Construction and Modification	410	41	90%	13-Oct-16 A	14-May-18								
	Phase 3 - Hauser Peak_HPK - Supply LMR System Components	367	5	98.64%	03-Oct-16 A	23-Mar-18								
	Phase 4a - Hauser Peak_HPK - Site Installation	333	55	83.48%	27-Feb-17 A	15-Jun-18								
	LA-RICS LMR Monte Vista_MVS	814	87	89.31%	03-Dec-15 A	17-Jul-18								
	Phase 1 - Monte Vista_MVS - System Design	627	0	100%	03-Dec-15 A	21-Nov-17								
	Phase 2 - Monte Vista_MVS- Site Construction and Modification	285	32	88.77%	20-Dec-16 A	01-May-18								
	Phase 3 - Monte Vista_MVS - Supply LMR System Components	320	5	98.44%	16-Dec-16 A	23-Mar-18								
	Phase 4a - Monte Vista_MVS - Site Installation	168	77	54.17%	20-Nov-17 A	17-Jul-18								
	LA-RICS LMR Rio Hondo_RIH	955	380	60.21%	03-Dec-15 A	30-Aug-19								
	Phase 1 - Rio Hondo_RIH - System Design	955	380	60.21%	03-Dec-15 A	30-Aug-19								
	Phase 2 - Rio Hondo_RIH - Site Construction and Modification	165	165	0%	12-Jan-18 A	31-Jan-19								
	Phase 3 - Rio Hondo_RIH - Supply LMR System Components	213	213	0%	19-Mar-18	09-Jan-19								
	Phase 4a - Rio Hondo_RIH - Site Installation	93	93	0%	03-Dec-18	10-Apr-19								
	LA-RICS LMR LA County DPW Water Tank_DPW38	1056	257	75.66%	14-Jan-16 A	12-Mar-19								
	Phase 1 - LA County DPW Water Tank_DPW38 - System Design	911	112	87.71%	14-Jan-16 A	21-Aug-18								
	Phase 2 - LA County DPW Water Tank_DPW38 - Site Construction and Modific	389	159	59.13%	27-Dec-16 A	11-Jan-19								
	Phase 3 - LA County DPW Water Tank_DPW38 - Supply LMR System Compon	196	191	2.55%	04-Dec-17 A	10-Dec-18								
	Phase 4a - LA County DPW Water Tank_DPW38 - Site Installation	93	93	0%	02-Nov-18	12-Mar-19								
	LA-RICS LMR Oat Mountain_OAT	816	241	70.47%	03-Dec-15 A	18-Feb-19								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 8 of 10		Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23
Phase 1 - Oat Mountain_OAT - System Design		679	104	84.68%	03-Dec-15 A	09-Aug-18								
Phase 2 - Oat Mountain_OAT - Site Construction and Modification		461	194	57.92%	09-Feb-17 A	13-Dec-18								
Phase 3 - Oat Mountain_OAT - Supply LMR System Components		386	5	98.7%	16-Dec-16 A	23-Mar-18								
Phase 4a - Oat Mountain_OAT - Site Installation		116	116	0%	10-Sep-18	18-Feb-19								
LA-RICS LMR Signal Hill_SGH		817	242	70.38%	03-Dec-15 A	19-Feb-19								
Phase 1 - Signal Hill_SGH - System Design		625	50	92%	03-Dec-15 A	25-May-18								
Phase 2 - Signal Hill_SGH - Site Construction and Modification		375	187	50.13%	23-Jun-17 A	11-Dec-18								
Phase 3 - Signal Hill_SGH - Supply LMR System Components		117	112	4.27%	26-Jul-17 A	21-Aug-18								
Phase 4a - Signal Hill_SGH- Site Installation		155	155	0%	18-Jul-18	19-Feb-19								
LA-RICS LMR LA Sheriff Temple Station_LASDTEM		834	35	95.8%	03-Dec-15 A	04-May-18								
Phase 1 - LA Sheriff Temple Station_LASDTEM - System Design		616	0	100%	03-Dec-15 A	28-Apr-17 A								
Phase 2 - LA Sheriff Temple Station_LASDTEM - Site Construction and Modific		361	1	99.72%	13-Oct-16 A	20-Mar-18								
Phase 3 - LA Sheriff Temple Station_LASDTEM - Supply LMR System Compor		367	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - LA Sheriff Temple Station_LASDTEM - Site Installation		267	33	87.64%	18-Apr-17 A	04-May-18								
LA-RICS LMR Lancaster_LAN		557	261	53.14%	17-Jan-17 A	18-Mar-19								
Phase 1 - Lancaster_LAN - System Design		425	129	69.65%	17-Jan-17 A	13-Sep-18								
Phase 2 - Lancaster_LAN - Site Construction and Modification		109	109	0%	12-Jan-18 A	04-Dec-18								
Phase 3 - Lancaster_LAN - Supply LMR System Components		215	210	2.33%	04-Dec-17 A	04-Jan-19								
Phase 4a - Lancaster_LAN - Site Installation		106	106	0%	22-Oct-18	18-Mar-19								
LA-RICS LMR LDWP243_Sylmar_LDWP243		834	35	95.8%	03-Dec-15 A	04-May-18								
Phase 1 - LDWP243 Sylmar_LDWP243 - System Design		500	0	100%	03-Dec-15 A	06-Jan-17								
Phase 2 - LDWP243 Sylmar_LDWP243 - Site Construction and Modification		333	0	100%	13-Oct-16 A	02-Feb-18								
Phase 3 - LDWP243 Sylmar_LDWP243 - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18								
Phase 4a - LDWP243 Sylmar_LDWP243 - Site Installation		310	25	91.94%	16-Feb-17 A	04-May-18								
LA-RICS LMR Oat Mountain Nike_ONK		668	93	86.08%	03-Dec-15 A	25-Jul-18								
Phase 1 - Oat Mountain Nike_ONK - System Design		491	0	100%	03-Dec-15 A	02-Nov-17								
Phase 2 - Oat Mountain Nike_ONK - Site Construction and Modification		303	28	90.76%	20-Dec-16 A	25-Apr-18								
Phase 3 - Oat Mountain Nike_ONK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18								
Phase 4a - Oat Mountain Nike_ONK - Site Installation		134	93	30.6%	19-Jan-18 A	25-Jul-18								
LA-RICS LMR Puente Hills_PHN		623	35	94.38%	16-Nov-15 A	04-May-18								
Phase 1 - Puente Hills_PHN - System Design		271	0	100%	16-Nov-15 A	30-Aug-17								
Phase 2 - Puente Hills_PHN - Site Construction and Modification		265	0	100%	12-Dec-16 A	16-Jan-18								
Phase 3 - Puente Hills_PHN - Supply LMR System Components		368	5	98.64%	03-Oct-16 A	23-Mar-18								
Phase 4a - Puente Hills_PHN - Site Installation		310	35	88.71%	16-Feb-17 A	04-May-18								



<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 9 of 10		Summary						
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022	23	
LA-RICS LMR Black Jack Peak_BJM		1074	499	53.54%	03-Dec-15 A	13-Feb-20	<div></div>								
Phase 1 - Black Jack Peak_BJM - System Design		941	366	61.11%	03-Dec-15 A	12-Aug-19	<div></div>								
Phase 2 - Black Jack Peak_BJM - Site Construction and Modification		128	128	0%	10-May-19	05-Nov-19	<div></div>								
Phase 3 - Black Jack Peak_BJM - Supply LMR System Components		443	443	0%	19-Mar-18	27-Nov-19	<div></div>								
Phase 4a - Black Jack Peak_BJM - Site Installation		88	88	0%	15-Oct-19	13-Feb-20	<div></div>								
LA-RICS LMR Tejon Peak_TPK		851	52	93.89%	03-Dec-15 A	29-May-18	<div></div>								
Phase 1 - Tejon Peak_TPK - System Design		711	0	100%	03-Dec-15 A	08-Nov-17	<div></div>								
Phase 2 - Tejon Peak_TPK - Site Construction and Modification		296	29	90.2%	20-Dec-16 A	26-Apr-18	<div></div>								
Phase 3 - Tejon Peak_TPK - Supply LMR System Components		320	5	98.44%	16-Dec-16 A	23-Mar-18	<div></div>								
Phase 4a - Tejon Peak_TPK - Site Installation		137	52	62.04%	14-Nov-17 A	29-May-18	<div></div>								
LA-RICS LMR Dakin Peak_DPK		1109	534	51.85%	03-Dec-15 A	02-Apr-20	<div></div>								
Phase 1 - Dakin Peak_DPK - System Design		977	402	58.85%	03-Dec-15 A	01-Oct-19	<div></div>								
Phase 2 - Dakin Peak_DPK - Site Construction and Modification		163	163	0%	18-Jun-19	30-Jan-20	<div></div>								
Phase 3 - Dakin Peak_DPK - Supply LMR System Components		484	484	0%	19-Mar-18	23-Jan-20	<div></div>								
Phase 4a - Dakin Peak_DPK - Site Installation		79	79	0%	16-Dec-19	02-Apr-20	<div></div>								
LA-RICS LMR San Dimas_SDW		751	163	78.3%	16-Nov-15 A	31-Oct-18	<div></div>								
Phase 1 - San Dimas_SDW- System Design		598	10	98.33%	16-Nov-15 A	30-Mar-18	<div></div>								
Phase 2 - San Dimas_SDW - Site Construction and Modification		207	33	84.06%	11-Jul-17 A	02-May-18	<div></div>								
Phase 3 - San Dimas_SDW - Supply LMR System Components		117	112	4.27%	26-Jul-17 A	21-Aug-18	<div></div>								
Phase 4a - San Dimas_SDW - Site Installation		153	153	0%	02-Apr-18	31-Oct-18	<div></div>								
LA-RICS LMR Palmdale Sheriff Station_PLM		839	40	95.23%	03-Dec-15 A	11-May-18	<div></div>								
Phase 1 - Palmdale Sheriff Station_PLM - System Design		698	0	100%	03-Dec-15 A	20-Nov-17	<div></div>								
Phase 2 - Palmdale Sheriff Station_PLM - Site Construction and Modification		138	0	100%	08-Aug-17 A	08-Mar-18	<div></div>								
Phase 3 - Palmdale Sheriff Station_PLM - Supply LMR System Components		372	5	98.66%	03-Oct-16 A	23-Mar-18	<div></div>								
Phase 4a - Palmdale Sheriff Station_PLM - Site Installation		108	30	72.22%	11-Dec-17 A	11-May-18	<div></div>								
LA-RICS LMR Tower Peak_TWR		1109	534	51.85%	03-Dec-15 A	02-Apr-20	<div></div>								
Phase 1 - Tower Peak_TWR - System Design		977	402	58.85%	03-Dec-15 A	01-Oct-19	<div></div>								
Phase 2 - Tower Peak_TWR- Site Construction and Modification		187	187	0%	18-Jun-19	04-Mar-20	<div></div>								
Phase 3 - Tower Peak_TWR- Supply LMR System Components		484	484	0%	19-Mar-18	23-Jan-20	<div></div>								
Phase 4a - Tower Peak_TWR - Site Installation		60	60	0%	10-Jan-20	02-Apr-20	<div></div>								
LA-RICS LMR Green Mountain_GRM		1121	322	71.28%	03-Dec-15 A	11-Jun-19	<div></div>								
Phase 1 - Green Mountain_GRM - System Design		972	173	82.2%	03-Dec-15 A	14-Nov-18	<div></div>								
Phase 2 - Green Mountain_GRM - Site Construction and Modification		180	180	0%	25-Jul-18	02-Apr-19	<div></div>								

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 17-Mar-18 Page 10 of 10		<div></div> Summary									
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish												
	Phase 3 - Green Mountain_GRM - Supply LMR System Components	255	255	0%	19-Mar-18	08-Mar-19												
	Phase 4a - Green Mountain_GRM - Site Installation	92	92	0%	04-Feb-19	11-Jun-19												
	LA-RICS LMR Rancho Palos Verdes City Hall_RPV1	1043	244	76.61%	03-Dec-15 A	21-Feb-19												
	Phase 1 - Rancho Palos Verdes City Hall_RPV1 - System Design	910	111	87.8%	03-Dec-15 A	20-Aug-18												
	Phase 2 - Rancho Palos Verdes City Hall_RPV1 - Site Construction and Modifi	169	159	5.92%	22-Sep-17 A	30-Nov-18												
	Phase 3 - Rancho Palos Verdes City Hall_RPV1 - Supply LMR System Compo	190	190	0%	19-Mar-18	07-Dec-18												
	Phase 4a - Rancho Palos Verdes City Hall_RPV1 - Site Installation	81	81	0%	01-Nov-18	21-Feb-19												



## **Monthly Report - #50**

**Reporting Period: 3/16/2018 thru 4/18/2018**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

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## 1. Executive Summary

There are no changes to this report, from the previous month's submittal, other than the Financial Status – found in Section 6. This project is in the final months of the Year 1 Maintenance Period.

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

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

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

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

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

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

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

On June 20, 2014 the Authority issued **NTP 3** to begin limited work related to Phase 2 and Phase 3. Microwave equipment was excluded from NTP 3 until the Authority approves the backhaul design and issues a separate NTP. NTP 3 also authorized Motorola to proceed with all planning and non-site

mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.

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

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

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

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

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

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

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



On October 22, 2014 the Authority issued **NTP 9** authorizing Motorola to proceed with all Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at the County of Los Angeles' Fire Department's Fire Command and Control Facility (FCCF). The NTP included the statement: "Motorola Solutions has agreed to provide a fully geo-redundant SMMS configuration (to begin implementation in November, 2015)." Motorola provided clarification that the agreement was still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects, or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority; (b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

On December 3, 2015, the Authority issued a Suspension Order for Waterway Coverage Testing, Special Operations Testing (SOT), and the Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in).

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

On February 23, 2016, the Authority issued a Termination for Convenience for the Wide Area Coverage Testing.

On March 9, 2016 the Authority issued Motorola a **Termination for Convenience** for all Waterway Coverage Testing, Special Operations Testing (SOT), Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in) Testing, and for Freeway Coverage Testing.

On March 9, 2016 the Authority approved **Amendment 16** to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN sites to include six (6) indoor emission tests at identified sites.

On March 16, 2016 the Authority issued **NTP 35** authorizing Motorola to conduct additional RF Emissions Testing at twelve (12) PSBN Sites.

On May 4, 2016 the Authority approved **Amendment 17** to remove all Work related to Coverage, Stress, and Burn-in testing. On May 5, 2016 MSI submitted a claim for the portion of Work completed on the terminated scope. The Authority is currently reviewing MSI's submission.

On August 31, 2016 the Authority and MSI executed **Amendment 18** to extend the warranty period until 12/31/16, reconciliation of excess equipment and spare equipment, corrected construction costs associated the with the LASDCVS site, and correction of administrative errors in Exhibit C.

On December 12, 2016, the Authority and MSI executed **Amendment 19** to extend the warranty period until 3/31/17; make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; reflect the reduction in certain training; reflect a reduction in Wide Area Coverage Testing; reflect an increase in Optimization Work,; authorize the Authority to release the ten (10) percent Holdback for certain completed, accepted, invoiced, and paid work; and identify a net decrease in the Maximum Contract Sum by \$1,567,382.

On December 23, 2016 the Authority issued **NTP 36** authorizing Motorola to upgrade the Authority's Deployable Vehicle, System on Wheels (SOW) to support upcoming events.

On March 20, 2017, the Authority and MSI executed **Amendment 20** to reflect the relocate of certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On March 20, 2017, the Authority and MSI executed **Amendment 21** to extend the Warranty Period on a month-to-month basis, at no additional cost; with the first month commencing on April 1, 2017 and expiring on April 30, 2017.

On March 23, 2017 the Authority issued **NTP 37** authorizing Motorola to relocate certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department's Del Valle Training Facility.

On April 13, 2017, the Authority and MSI executed **Amendment 22** to create one (1) Access Point Name (APN) for a minimum of four (4) agencies.

On April 13, 2017, the Authority and MSI executed **Amendment 23** to extend the Warranty Period until May 31, 2017, at no additional cost.

On April 18, 2017 the Authority issued **NTP 38** authorizing Motorola to create one (1) Access Point Name (APN) for four (4) of the Authority's member agencies from a pool of six (6) member agencies.

On May 18, 2017, the Authority and MSI executed **Amendment 24** to exercise the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018; replace Exhibit A (Statement of Work), in particular Task 9 (Public Safety Enterprise Network Services) with new verbiage .

On May 31, 2017 the Authority issued **NTP 39** authorizing Motorola to proceed with one-year of Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017, and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part.






On August 2, 2017 the Authority issued **NTP 40** authorizing Motorola to perform additional Access Point Name (APN) and Public Safety Enterprise Network (PSEN) Work for four (4) of the Authority's member agencies (Bell PD, Claremont PD, Inglewood PD, UCLA Health Dept.)

On October 5, 2017, approved **Amendment 25** to capture the agreement to close out any remaining open issues and to close out this project. Amendment captures reduction in Network Management System and Inventory Management System scope; Reduction in Documentation Work; Reduction in Additive Alternate No. 2 (Redundant Evolved Packet Core) Work; Removal of Additive Alternate No. 3 (Location Services Work; Reduction in Cell on Wheels (COW) Site Work; Reduction in Site Construction Changes Work; Amendment to the Base Document; and Amendment to the Agreement Exhibits.

On November 21, 2017, approved **Amendment 26** reduced the PSBN full contract amount to adjust for price revisions in Exhibit C.12 and C.15.

**This report covers the period from 1/19/18 thru 2/15/18.**

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The project schedule is complete (other than the closeout items Motorola has agreed to complete during the maintenance phase).
Quality			No quality issues at this time.
Risk			No Risk issues at this time.
Scope			Nothing new to report.
Budget			Authority has not yet authorized payment for un-deployed equipment that was ordered by Authority and delivered prior to any stop work notices.

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	Completed



Activity Name	Activity Status
<b>Site Construction &amp; Site Modification (Phase 2)</b>	In Progress
Permit Clear for Applicable LTE Sites (1 LACUSC)	
Reconfiguration of Antennas at LACUSC	In Progress
<b>System Implementation (Phase 4)</b>	
COW Sites Install, Configuration, Commissioning / Test	Complete
Complete re-installation of all equipment at LACUSC	In Progress
<b>Overall Project Closeout</b>	
Completion of documentation submissions (Fixed Sites)	Complete
Completion of documentation submissions (COW Sites)	In Progress
<b>Warranty - Start of Maintenance</b>	
Year One Maintenance Agreement	In Progress

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	Completed

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

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	Completed
Construction, Power & Fiber for 9 SCE COW Sites	Completed
<b>MSI Deliverables</b>	
Completion of documentation submissions (COW Sites)	Completed
Reconfiguration of Antennas at LACUSC	Completed

## 3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
None				

## 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 were 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
	n/a	n/a

## 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
Outstanding payment for un-deployed equipment	Awaiting payment from LARICS	Past-Due

## 6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 25.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-5)	\$ 100,568,500
Cumulative Invoice Payments from Last Report	(\$ 86,687,330)
Total Invoice Payments This Period	(\$ 249,250)
Remaining Amount to be Paid	\$ 13,631,920

## 7. LA-RICS PSBN Project Schedule

No project schedule as this project is completed and in the one-year maintenance period.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

May 17, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meeting with representatives from Port of Long Beach Joint Command &amp; Control Center</i>	April 16, 2018
<i>Meeting with representatives from AT&amp;T</i>	April 16, 2018
<i>Attended the Southern California Regional ITS Architecture Steering Committee Meeting</i>	April 17, 2018
<i>Cal OES BSD-FirstNet/AT&amp;T Consultation Meeting</i>	April 18, 2018
<i>Mobile Access to Critical Services for Public Safety Presentation</i>	April 23, 2018
<i>Meeting with representatives from AT&amp;T</i>	April 23, 2018
<i>Meeting with representatives from AT&amp;T</i>	April 24, 2018
<i>Meeting with representatives from AT&amp;T</i>	April 25, 2018
<i>Meeting with representatives from West Covina</i>	April 30, 2018
<i>Meeting with representatives from Motorola</i>	April 30, 2018
<i>Meeting with Cluster Area Representatives (CAR)</i>	May 2, 2018
<i>Meeting with representatives from the LA County Fire Department</i>	May 2, 2018
<i>Meeting with representatives from AT&amp;T</i>	May 3, 2018
<i>Meeting with representatives from AT&amp;T</i>	May 7, 2018

### AGENDA ITEM E

Members of the LA-RICS Team met with representatives from the Port of Long Beach, toured the Joint Command & Control Center and updated their staff on the LTE and LMR projects.

Various meetings took place in the months of April and May with AT&T to discuss Technical and Program Management concerns: Transfer Transition logistics: Checkpoint Calls: and Assignment & Assumption Agreement meetings to continue transition and migration of the PSBN to the NPSBN.

Executive Director Edson attended the Southern California Regional ITS Architecture Steering Committee, which is part of the Southern California Association of Governments (SCAG) Emergency Services discussions for the region.

Executive Director Edson and CalBSD met with CalOES and AT&T to continue discussions for the implementation of the FirstNet State Plan.

Members of the LA-RICS Team attended a presentation on the Mobile Access to Critical Services for Public Safety. Bill Fisher, Security Engineer for the National Cybersecurity Center of Excellence was the presenter and provided information that could allow LA-RICS to enhance their Cybersecurity Standard Operations Policies.

Executive Director Edson, Program Manager Odenthal and members of the LA-RICS Team met with the Board of Supervisor's Justice Deputies at the Cluster Area Review (CAR) meeting to explain the importance of the three Waterworks District sites and the Criminal Court Building (CCT) Generator site that your Board approved at its April 12, 2018 JPA Meeting. These sites are scheduled to be approved by the Board of Supervisors at their May 29, 2018, meeting.

Executive Director Edson and Administrative Deputy Orellana-Curtiss met with Los Angeles County Fire Chief Darryl Osby and Chief Deputy Dawna Lawrence regarding the LA-RICS Fiscal-Year Budget 2017-18.

Lastly, the LA-RICS Communication Team continues to revise outreach material and is currently working on the next release of the LA-RICS Newsletter.

WST:pl





## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

May 17, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### PSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of onboarding users, operating the system, and other onboarding related activities pertaining to the Public Safety Broadband Network (PSBN) project. The below activities have occurred:

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	1098
LACoFD	Installations in progress.	586
Inglewood PD	Received 15 additional routers. FirstNet connection called an APN is ordered	23
Claremont PD	Two routers in use. FirstNet connection called and APN is ordered	2
Bell PD	Two routers in use. FirstNet connection called and APN is ordered.	2
Covina PD	Two routers in use.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. FirstNet connection ordered for LA-RICS.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. FirstNet connection ordered for LA-RICS.	2
Signal Hill PD	Response from AT&T regarding the type of router they are willing to provide is on hold pending final plans of router migration to FirstNet.	0
La Verne PD & FD	Installation of 2 routers is pending availability of out of service vehicles.	
Long Beach PD	Grand Prix complete. Next steps under evaluations with concerns about FirstNet/AT&T capacity.	2
Sierra Madre PD & FD	Elected to postpone their decision to accept LA-RICS routers.	2

**AGENDA ITEM F**

PSBN Onboarding has transitioned the onboarding work to be primarily focused on supporting the transition of agencies to the FirstNet/AT&T core network. Backhaul circuits and Access Point Names (APN) connection have been ordered. Transition test plan are being developed. These steps are critical for the migration of users to FirstNet. Device vendor evaluations are underway to help determine the router transition.

WST:pl





**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

May 17, 2018

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

Dear Directors:

**ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM GRANT FUNDS**

**SUBJECT**

Board approval is requested to accept \$34,540,863 in Broadband Technology Opportunity Program (BTOP) grant funds for expansion of the existing deployment of the LA-RICS Public Safety Broadband Network to benefit Long Term Evolution (LTE) public safety communications in the region.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept \$34,540,863 in grant funds from the BTOP Grant ; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$350,000 to the BTOP grant-funded expenditures in Fiscal-Year 2017-18; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

## **BACKGROUND**

On September 1, 2010, the Department of Commerce's National Telecommunications and Information Administration (NTIA) awarded the Authority with a BTOP grant in the amount of \$154,640,000 plus a 20% match requirement, to develop and deploy a 700 MHz Public Safety Broadband Network (PSBN) across the County of Los Angeles region, which is administered by the Department of Commerce's NTIA and Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Office.

On March 24, 2015, the Los Angeles County of Los Angeles (County) Board of Supervisors took action to halt the Authority's PSBN construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the NOAA Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a Corrective Action Plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP, which provided an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department and the City Fire Department. On May 1, 2015, NOAA issued a letter lifting the suspension and allowing the LA-RICS Authority to move forward with the CAP reduced scope of work and correspondingly reduced grant award from \$154,640,000 to \$117,142,137 for the deployment of PSBN Round 1.

On September 29, 2015, the BTOP grant performance period was extended by Congress to September 30, 2020, pursuant to Section 121 of the Continuing Appropriations Act, 2016. On February 8, 2017 the Authority submitted a Project Implementation Plan and corresponding award action request for remaining appropriated grant funds to complete PSBN Round 2. On March 23, 2017, NTIA approved certain PSBN Round 2 objectives and the LA-RICS BTOP grant was augmented by \$2,957,000, for a total grant award of \$120,099,137. NTIA informed LA-RICS the other objectives would be held pending award of the FirstNet contract and subsequent actions to follow such as state plans, state decisions, etc.

On March 30, 2017, FirstNet announced the award of a contract to AT&T to build and operate the FirstNet NPSBN, which utilizes a priority and preemption solution over AT&T's network. Since the date of contract award, Authority team members have been working closely with FirstNet and AT&T staff and consultants to ensure the regional deployment



would be utilized as part of the National deployment with minimal disruption of services to the PSBN users and while also minimizing stranded assets.

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

On February 15, 2018, the Authority submitted an updated PSBN Round 2 PIP to NTIA and NOAA for the remaining grant funds appropriated to LA-RICS under the BTOP grant. The Authority worked closely with AT&T and FirstNet on the development of the PIP to ensure the objectives would strengthen LTE services for public safety in the region. The Authority has standing weekly calls with NTIA, NOAA and FirstNet regarding the transition of the PSBN to AT&T and the status of the PSBN Round 2 PIP approval. It is expected that such approval is forthcoming and in anticipation of such approval, the Authority is seeking approval to accept these grant funds and correspondingly adjust the Fiscal-Year 2017-18 budget to allow for certain work to commence immediately following grant award notification. The Authority will not encumber expenses / issue notices to proceed on work associated with the PIP until appropriate funding is secured.

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

The Board's acceptance of grant funds and authorization of the Executive Director to execute any grant-required documentation will allow the Authority to proceed with PSBN Round 2 work once the BTOP grant is formally augmented.

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

This grant is funded by the Department of Commerce NTIA under the BTOP grant with a 20% match requirement. Matching requirements related to these augmented BTOP funds will be met by in-kind match contributions such as PSBN site value, device provisioning costs and other ongoing member contributions. There is no additional cash match required to achieve the 20% match requirement on the augmented grant funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

c: Counsel to the Authority

**Los Angeles Regional Interoperable Communications System (LARICS)**  
**Adopted Operating Budget**  
**Fiscal Year 2017-18**

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2017-18
FINANCING USES	ACTUALS	BUDGET	ADOPTED	PROPOSED AMENDED
<b><u>Grant Funded Expenditures</u></b>				
<b>Project Team</b>	<b>4,732,408</b>	<b>6,552,000</b>	<b>5,053,000</b>	<b>5,069,000</b>
BTOP (1)	0	1,121,000	2,037,000	2,053,000
BTOP Cash Match (2)	3,062,589	0	0	0
UASI/SHSGP Grants	1,669,819	5,431,000	3,016,000	3,016,000
<b>Travel &amp; Training</b>	<b>79,746</b>	<b>50,000</b>	<b>90,000</b>	<b>90,000</b>
BTOP	79,746	32,000	50,000	50,000
UASI/SHSGP Grants	0	18,000	40,000	40,000
<b>Services &amp; Supplies</b>	<b>35,236</b>	<b>0</b>	<b>0</b>	<b>0</b>
BTOP	35,236	0	0	0
<b>Admin and Legal Contractors</b>	<b>188,913</b>	<b>703,000</b>	<b>250,000</b>	<b>250,000</b>
BTOP (1)	177,602	373,000	150,000	150,000
UASI/SHSGP Grants	11,311	330,000	100,000	100,000
<b>Miscellaneous * (3)</b>	<b>84,047</b>	<b>200,000</b>	<b>390,000</b>	<b>390,000</b>
BTOP	48,668	70,000	25,000	25,000
UASI/SHSGP Grants	35,379	130,000	365,000	365,000
<b>Other Charges* (4)</b>	<b>10,237</b>	<b>484,000</b>	<b>484,000</b>	<b>484,000</b>
BTOP	9,230	0	0	0
UASI Grant	1,007	484,000	484,000	484,000
<b>Contractors/Consultants Services</b>	<b>74,751,784</b>	<b>92,946,000</b>	<b>49,075,000</b>	<b>49,409,000</b>
BTOP (1)	55,651,356	50,000,000	10,671,000	11,005,000
BTOP Cash Match (2)	1,257,000	0	0	0
UASI	17,145,759	42,246,000	38,404,000	38,404,000
SHSGP	697,669	700,000	0	0
<b>Total Grant Funded Expenditures</b>	<b>75,562,782</b>	<b>100,935,000</b>	<b>55,342,000</b>	<b>55,692,000</b>
<b><u>Member Funded JPA Operations (2)</u></b>				
<b>Project Team</b>	<b>393,931</b>	<b>371,000</b>	<b>300,000</b>	<b>300,000</b>
<b>Travel &amp; Training</b>	<b>49,261</b>	<b>40,000</b>	<b>50,000</b>	<b>50,000</b>
<b>Services &amp; Supplies</b>	<b>37,966</b>	<b>80,000</b>	<b>59,000</b>	<b>59,000</b>
<b>Admin and Legal Contractors</b>	<b>116,479</b>	<b>219,000</b>	<b>336,000</b>	<b>336,000</b>
<b>Miscellaneous *(3)</b>	<b>37,504</b>	<b>100,000</b>	<b>110,000</b>	<b>110,000</b>
<b>Capital Assets &amp; Furniture</b>	<b>0</b>	<b>50,000</b>	<b>40,000</b>	<b>40,000</b>
<b>Other Charges *(4)</b>	<b>79,158</b>	<b>76,000</b>	<b>60,000</b>	<b>60,000</b>
<b>Lease &amp; Other Services - Suite 100 &amp; 200</b>	<b>185,437</b>	<b>118,000</b>	<b>120,000</b>	<b>120,000</b>
<b>Total Member Funded JPA Operations</b>	<b>899,736</b>	<b>1,054,000</b>	<b>1,075,000</b>	<b>1,075,000</b>
<b>LTE Administrative Cost (2) (5)</b>	<b>775,000</b>	<b>790,000</b>	<b>806,000</b>	<b>806,000</b>
<b>LTE Operation &amp; Maintenance (2)</b>	<b>0</b>	<b>3,562,000</b>	<b>5,902,000</b>	<b>5,902,000</b>
<b>LMR Administrative Cost (2) (5)</b>	<b>0</b>	<b>0</b>	<b>806,000</b>	<b>806,000</b>
<b>BTOP Cash Match</b>	<b>4,319,589</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total LTE &amp; LMR Member Funded Costs</b>	<b>5,094,589</b>	<b>4,352,000</b>	<b>7,514,000</b>	<b>7,514,000</b>
<b>TOTAL FINANCING USES</b>	<b>77,237,518</b>	<b>106,341,000</b>	<b>63,931,000</b>	<b>64,281,000</b>
<b><u>FINANCING SOURCES</u></b>				
<b>Federal Grant Revenue</b>		<b>100,935,000</b>	<b>55,342,000</b>	<b>55,692,000</b>
<b>Member Contribution</b>		<b>5,406,000</b>	<b>8,589,000</b>	<b>8,589,000</b>
<b>BTOP Cash Match (2)</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Available Financing</b>		<b>106,341,000</b>	<b>63,931,000</b>	<b>64,281,000</b>

Note 1: BTOP Award in FY 17-18 includes the balance of funds from PSBN Round 1 activities, as well as PSBN Round 2, pending final approval.

Costs will not be incurred until BTOP Grant award is formally augmented.

Note 2: Member Funded JPA Operations, LTE Administrative Cost, LTE Operation & Maintenance, and LMR Administrative Cost are in accordance with the Adopted Funding Plan and will be provided by the County of Los Angeles as a loan.

Note 3: Fees including utilities, Notices of Exception, Escort and permit fees, etc.

Note 4: Liability Insurance for LA-RICS JPA, Commercial Property Insurance and FCC Licensing.

Note 5: LTE Administrative Cost and LMR Administrative Cost include certain costs associated with the management & implementation of the LTE & LMR Systems in accordance with the Adopted Funding Plan.

## AGENDA ITEM G - ENCLOSURE

**LA-RICS  
FY 2017-2018**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
<b><u>DISTRICT ATTORNEY (DA)</u></b>							
Administrative Deputy II *	75,357	0	0	80,997	40,997	50,000	247,351
Fiscal Officer II *	44,065	0	0	70,512	40,512	60,000	215,089
Administrative Services Manager I	42,131	0	0	49,685	19,685	40,000	151,501
<b>DA Total</b>	<b>161,553</b>	<b>0</b>	<b>0</b>	<b>201,194</b>	<b>101,194</b>	<b>150,000</b>	<b>\$ 613,941</b>

<b><u>TREASURER &amp; TAX COLLECTOR (TTC)</u></b>							
Staff Assistant II *	20,493	8,000	10,000	35,493	33,516	0	107,502
<b>TTC Total</b>	<b>20,493</b>	<b>8,000</b>	<b>10,000</b>	<b>35,493</b>	<b>33,516</b>	<b>0</b>	<b>\$ 107,502</b>

<b><u>PUBLIC WORKS (PW)</u></b>							
Senior Management Secretary III *	22,114	10,000	40,000	30,000	28,000	0	130,114
<b>PW Total</b>	<b>22,114</b>	<b>10,000</b>	<b>40,000</b>	<b>30,000</b>	<b>28,000</b>	<b>0</b>	<b>\$ 130,114</b>

<b><u>SHERIFF (SH)</u></b>							
Senior Secretary III *	20,000	20,000	20,000	10,000	29,440	0	99,440
<b>SH Total</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>10,000</b>	<b>29,440</b>	<b>0</b>	<b>\$ 99,440</b>

<b><u>PROBATION (PB)</u></b>							
Administrative Services Manager I	34,459	49,920	7,000	20,778	10,000	30,000	152,157
Executive Assistant	22,000	84,928	35,000	37,607	3,000	20,000	202,535
<b>PB Total</b>	<b>56,459</b>	<b>134,848</b>	<b>42,000</b>	<b>58,385</b>	<b>13,000</b>	<b>50,000</b>	<b>\$ 354,692</b>

<b><u>ISD</u></b>							
Administrative Services Manager III *	39,311	60,529	30,000	40,000	8,000	30,000	207,840
<b>ISD Total</b>	<b>39,311</b>	<b>60,529</b>	<b>30,000</b>	<b>40,000</b>	<b>8,000</b>	<b>30,000</b>	<b>\$ 207,840</b>

<b><u>UNFILLED POSITIONS</u></b>							
Administrative Services Manager I	65,000	60,592	15,000	12,000	0	0	152,592
Administrative Services Manager II	0	53,370	12,143	0	0	100,000	165,513
Accounting Officer II	67,058	0	1,330	40,000	30,000	0	138,388
Staff Assistant II	22,631	0	0	26,480	58,391	0	107,502
Senior Secretary III	5,264	0	24,527	40,000	36,407	0	106,198
Sr. Telecom Systems Engineer (2)	50,000	164,786	0	0	0	150,000	364,786
Communication Tower & Line Supervisor (2)	50,000	79,806	0	0	0	150,000	279,806
Sr. Electronics Communications Technician (3)	100,000	128,514	0	0	0	200,000	428,514
<b>Unfilled total</b>	<b>359,953</b>	<b>487,068</b>	<b>53,000</b>	<b>118,480</b>	<b>124,798</b>	<b>600,000</b>	<b>\$ 1,743,300</b>

<b><u>AUDITOR CONTROLLER (A/C)</u></b>							
<b>S&amp;EB</b>							
Principal Accountant	0	0	10,000	7,730	0	0	17,730
Supervising Accountant	3,841	0	10,000	0	10,000	0	23,841
Senior Accountant	7,842	0		20,000	20,000	20,000	67,842
<b>S&amp;S</b>							
Travel Administrative Cost	0	3,000	0	0	0	0	3,000
Single Audit	0	0	0	27,778	37,222	0	65,000
Billing Services	50,000	0	15,000	50,000	10,000	0	125,000
<b>A/C Total</b>	<b>61,683</b>	<b>3,000</b>	<b>35,000</b>	<b>105,508</b>	<b>77,222</b>	<b>20,000</b>	<b>\$ 302,413</b>

<b><u>COUNTY COUNSEL</u></b>							
Principal/Senior County Counsel (4)	108,369	180,000	30,000	50,000	80,000	120,000	568,369
<b>County Counsel Total</b>	<b>108,369</b>	<b>180,000</b>	<b>30,000</b>	<b>50,000</b>	<b>80,000</b>	<b>120,000</b>	<b>\$ 568,369</b>

**AGENDA ITEM G - ENCLOSURE**



**LA-RICS  
FY 2017-2018**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Admin Cost	LMR Admin Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
<b><u>INTERNAL SERVICES DEPARTMENT (ISD)</u></b>							
Information Technology Specialist I	83,529	60,043	0	18,633	20,000	50,000	232,205
Sr. Telecom Systems Engineer (2)	87,502	126,427	0	50,857	0	100,000	364,786
Supervising Telecom System Engineer	42,058	90,000	0	16,250	10,000	50,000	208,308
Communication Tower & Line Supervisor (2)	115,961	63,845	0	0	0	100,000	279,806
Sr. Electronics Communications Technician (2)	80,889	104,787	0	0	0	100,000	285,676
<b>ISD Total</b>	<b>409,939</b>	<b>445,102</b>	<b>0</b>	<b>85,740</b>	<b>30,000</b>	<b>400,000</b>	<b>\$ 1,370,782</b>
<b><u>LOS ANGELES COUNTY FIRE (FR)</u></b>							
Battalion Chief (1)	50,000	68,000	20,000	10,000	20,000	70,000	238,000
Fire Captain (2)	130,000	201,170	0	20,000	10,830	60,000	422,000
Telecom System Consulting Engineer (1)	36,000	66,000	0	10,000	10,000	50,000	172,000
Fire Fighter Specialist (2)	88,800	142,000	0	31,200	0	100,000	362,000
<b>FR Total</b>	<b>304,800</b>	<b>477,170</b>	<b>20,000</b>	<b>71,200</b>	<b>40,830</b>	<b>280,000</b>	<b>\$ 1,194,000</b>
<b><u>LOS ANGELES COUNTY SHERIFF (LASD)</u></b>							
<b>S&amp;EB</b>							
Lieutenant (1)	92,711	119,235	0	0	10,000	60,000	281,946
Sergeant (2)	157,170	227,072	0	0	0	100,000	484,242
Deputy (5)	123,002	651,408	0	0	0	100,000	874,410
Principal Information Systems Analyst	50,000	89,694	0	0	0	50,000	189,694
Operations Assistant III (1)	35,000	53,173	20,000	0	10,000	0	118,173
<b>S&amp;EB Total</b>							<b>\$ 1,948,465</b>
<b>S&amp;S</b>							
Human Resources & Procurement Services	10,000	10,000	0	0	0	0	20,000
Station B & Station On Wheel (SOW) MOU	20,000	40,000	0	0	0	40,000	100,000
<b>LASD Total</b>	<b>487,883</b>	<b>1,190,582</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>350,000</b>	<b>\$ 2,068,465</b>
<b>Total</b>	<b>2,052,557</b>	<b>3,016,299</b>	<b>300,000</b>	<b>806,000</b>	<b>586,000</b>	<b>2,000,000</b>	<b>8,760,857</b>
<b>Total Budgeted Project Team for FY 17-18</b>							<b>\$ 8,760,857</b>
<b>* These Positions are Underfills</b>							

**AGENDA ITEM G - ENCLOSURE**

**LA-RICS  
FY 2017-2018**

<b>ADMIN AND LEGAL CONTRACTORS</b>	<b>Maximum Contract Sum</b>	<b>Funding Source</b>
Executive Director	219,000	100% Member Funded JPA
Interim Executive Director	17,000	100% Member Funded JPA
Legal Services	50,000	100% Member Funded JPA
MISC Contracts (CPA Firm/Audit Preparation/Funding Plan, etc.)	50,000	100% Member Funded JPA
MISC County Contracts ( DPW, CEO, CEO RED, RP, ISD)	250,000	60% BTOP & 40% UASI/SHSGP
<b>Total Admin and Legal</b>	<b>\$ 586,000</b>	

<b>CONTRACTORS/CONSULTANTS</b>	<b>Maximum Contract Sum</b>	<b>Funding Source</b>
Project Construction Management* (1)	<b>893,000</b>	BTOP
	4,762,000	UASI 13
	2,000,000	UASI 16
	1,625,000	UASI 17
Broadband Engineering	<b>1,392,000</b>	BTOP
Telecommunications & Devices Contractors	8,720,000	BTOP
	7,568,000	UASI 13
	2,449,000	UASI 16
	20,000,000	UASI 17
<b>Total Contractors/Consultants Services</b>	<b>\$ 49,409,000</b>	

\* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule

<b>LTE OPERATIONS &amp; MAINTENANCE (MEMBER FUNDED)</b>		<b>Funding Source</b>
LTE Operations & Maintenance Contractor	2,991,000	Member Funded
Project Team, Professional Consultants, Travel, Services & Supplies, Misc.	2,911,000	Member Funded
<b>Total LTE Operations &amp; Maintenance</b>	<b>\$ 5,902,000</b>	

<b>LMR ADMINISTRATIVE COST (MEMBER FUNDED)</b>		<b>Funding Source</b>
Project Team	586,000	Member Funded
Services, Supplies, Travel, lease & Misc	220,000	Member Funded
<b>Total LMR Administrative Cost</b>	<b>806,000</b>	

<b>LTE ADMINISTRATIVE COST (MEMBER FUNDED)</b>		<b>Funding Source</b>
Project Team	806,000	Member Funded
<b>Total LTE Administrative Cost</b>	<b>806,000</b>	

**AGENDA ITEM G - ENCLOSURE**



## 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

May 17, 2018

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

Dear Directors:

### **APPROVE AMENDMENT NO. 27 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 27 to Agreement No. LA-RICS 008 for the Public Safety Broadband Network (PSBN) to extend Phase 5 (PSBN Maintenance) for thirty (30) days until June 30, 2018, resulting in an increase to the Maximum Contract Sum by \$195,306. Also, requesting delegated authority to the Executive Director to extend the term an additional 60 days, if needed, as detailed in this Board Letter.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 27 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the (Enclosure), which extends the Initial Term of the Agreement to contemplate the continuance of Phase 5 (PSBN Maintenance) Work for an additional thirty (30) days until June 30, 2018, unless sooner terminated or extended in whole or in part, in the amount of \$195,306.
2. Increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration.

**AGENDA ITEM H**

3. Delegate Authority to the Executive Director to execute an amendment to extend the term for an additional thirty (30) days, at no cost, should the need exist, to allow for the National Telecommunications and Information Administration (NTIA) to approve the LA-RICS PSBN Round 2 buildout, provided such amendment is approved as to form by Counsel to the Authority.
4. Delegate authority to the Executive Director to execute Amendment No. 27, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed (NTP) for this Work.

### **BACKGROUND**

On May 4, 2017, your Board authorized the Authority to exercise the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), which commenced on June 1, 2017 with an expiration date of May 31, 2018.

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement required, among other things, that AT&T assume operation and maintenance of the LA-RICS PSBN for inclusion as part of the FirstNet NPSBN by no later than July 1, 2018. Staff continues to work closely with AT&T on transition-related activities required prior to Closing while we in parallel wait for NTIA approval of the Asset Transfer Agreement as well as Project Implementation Plan for Round 2 activities. It has been determined the transition of the assets and Closing of the agreement will not occur prior to the end date of our current Maintenance agreement. As you may be aware, AT&T will take over maintenance of the LA-RICS PSBN as part of the National FirstNet NPSBN by no later than July 1, 2018, following the required NTIA approval of the transfer of assets. This Amendment No. 27 to extend Maintenance Work with Motorola for thirty (30) days would account for the gap in maintenance until the PSBN assets are transferred and AT&T assumes maintenance and operations of the LA-RICS PSBN.

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

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 27 to extend Phase 5 (PSBN Maintenance) Work with Motorola until June 30, 2018 for a cost increase in the amount of \$195,306.

It is necessary to extend the Term of Maintenance Work for thirty (30) days until June 30, 2018, in order to bridge the maintenance gap and align with the projected timing of AT&T assuming operation and maintenance of the LA-RICS PSBN for inclusion as part



of the FirstNet NPSBN by no later than July 1, 2018. Maintenance Work during this month will be at the service levels contemplated in the Agreement. Additionally, it may be necessary to extend the term for an additional thirty (30) days to allow for NTIA approval of the LA-RICS PSBN Round 2 buildout. Authority staff will return to your Board with an amendment to contemplate additional scope regarding the LA-RICS PSBN Round 2 buildout upon receipt of such approval.

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

The cost to extend the Maintenance Work during the month of June contemplated in Amendment No. 27 results in an increase to the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503.

This Maintenance Work will be paid for utilizing Long Term Evolution (LTE) Operations and Maintenance (O&M) funding included in the LA-RICS Adopted Fiscal-Year 2017-18 Operating Budget.

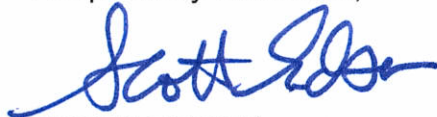
#### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

#### **CONCLUSION**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute Amendment No. 27 with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Twenty-Seven (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 27") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May \_\_\_\_\_, 2018, based on the following recitals:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, this Amendment No. 27 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 27, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 27 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 27.
2. PSBN Maintenance Work. Pursuant to Section 3.1 (Initial Term and Option Terms), Section 4.1.1.2 (Maintenance Work), and Section 4.1.2.2 (Unilateral Options) of the Agreement, the parties agree and acknowledge to extend the Initial Term of the Agreement by extending the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) and Unilateral Options of the same, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part pursuant to this Amendment No. 27. During this time, Contractor shall fully perform, provide, complete and



deliver all Maintenance Work for the PSBN in accordance with Exhibit A (Statement of Work), Exhibit B (PSBN Specifications), Exhibit D (PSBN Maintenance and Warranty) and otherwise in accordance with the Agreement in exchange for the costs set forth in Exhibit C.6 (Phase 5 – PSBN Maintenance) of Exhibit C (Schedule of Payments) as revised in this Amendment No. 27. Pricing is for the maintenance period of June 1, 2018 through June 15, 2018, Contractor is including as an incentive the maintenance period of June 16, 2018 through June 30, 2018, at no additional charge.

3. Agreement Term. The parties further agree and acknowledge that in accordance with the Agreement, at some point during this Term, performance of all or some portion of the Maintenance Work with respect to some or all aspects of the PSBN may be transitioned to FirstNet/AT&T. In the event that such transition occurs, the scope of the Maintenance Work performed by the Contractor would be reduced accordingly. However, should FirstNet/AT&T assume Maintenance Work during this Term, the Term of the Agreement will continue until the Term expires or will continue on a no-cost basis for an additional 30 days pursuant to the execution of an amendment, if any, in accordance with Section 2 (Changes to Agreement) of the Base Document. In the event that an amendment is executed to extend the term for an additional 30 days beyond June 30, 2018, at no cost, Contractor will not be obligated to provide Maintenance Work or Services, unless the parties agree otherwise.
4. Amendment to Base Document.
  - 4.1 Section 3.1 (Initial Term and Option Terms) within Section 3 (Term) of the Base Document is deleted in its entirety and replaced with the following:

- 3.1 Initial Term and Option Terms

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

the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

The Term of this Agreement, as of Amendment No. 24 and Amendment No. 27 respectively, shall commence on June 1, 2017 and shall expire on June 30, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The Term may be extended for an additional 30 days by the Authority, at no cost, via an amendment pursuant to Section 2 (Changes to the Agreement) of the Base Document.

- 3.2 Section 8.1.1 within Section 8 (Maximum Contract Sum and Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:

8.1.1. The "Maximum Contract Sum" under this Agreement is One Hundred, Thirty-Three Million, Four Hundred Seven Thousand, Five Hundred Three Dollars (\$133,407,503) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Sixty-One Million, Four Hundred Eighty-Nine Thousand, Four Hundred Seventy-Five Dollars (\$161,489,475). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

- 5.1 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary) to reflect a cost increase, which is attached to this Amendment No. 27, and is incorporated herein by this reference.
- 5.2 Exhibit C.6 (Phase 5 – PSBN Maintenance) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.6 (Phase 5 – PSBN Maintenance), which is attached to this Amendment No. 27, and is incorporated herein by this reference.

6. This Amendment No. 27 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 6.1 An authorized agent of Contractor has executed this Amendment No. 27;
  - 6.2 Los Angeles County Counsel has approved this Amendment No. 27 as to form;
  - 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 27; and
  - 6.4 The Executive Director of the Authority has executed this Amendment No. 27.
7. Except as expressly provided in this Amendment No. 27, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
8. Contractor and the person executing this Amendment No. 27 on behalf of Contractor represent and warrant that the person executing this Amendment No. 27 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 27, and that all requirements of Contractor to provide such actual authority have been fulfilled.
9. This Amendment No. 27 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

**AMENDMENT NUMBER TWENTY-SEVEN  
TO AGREEMENT NO. LA-RICS 008  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 27 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

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

Scott Edson  
Executive Director

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

Norm Folger  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification	\$ -	\$ 20,556,399	\$ 2,009,409	\$ 18,546,990
Phase 3 - Supply PSBN Components	\$ -	\$ 25,373,629	\$ 2,408,342	\$ 22,965,287
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
<b>Subtotal (Phases 1 to 4)</b>	<b>\$ -</b>	<b>\$ 67,571,641</b>	<b>\$ 6,333,704</b>	<b>\$ 61,237,937</b>
Phase 5 - PSBN Maintenance (Year 1 Option Term)	\$ -	\$ 2,991,000	\$ -	\$ 2,991,000
Phase 5 - PSBN Maintenance Extension (June 30, 2018)	\$ -	\$ 195,306	\$ -	\$ 195,306
Phase 5 - PSBN Maintenance (Years 2 through 5)	\$ 26,414,061	\$ -	\$ 2,641,406	\$ 23,772,655
<b>Subtotal (Phases 1 to 5)</b>	<b>\$ 26,414,061</b>	<b>\$ 70,757,947</b>	<b>\$ 8,975,110</b>	<b>\$ 88,196,898</b>
Additive Alternate 1 - Home Subscriber Server (HSS) <sup>(Notes 1 &amp; 2)</sup>	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core <sup>(Notes 1 &amp; 2)</sup>	\$ -	\$ 2,519,662	\$ 251,967	\$ 2,267,695
Additive Alternate 3 - Location Services	\$ -	\$ -	\$ -	\$ -
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
<b>Subtotal (Additive Alternates)</b>	<b>\$ 6,166,090</b>	<b>\$ 3,480,550</b>	<b>\$ 964,665</b>	<b>\$ 8,681,975</b>
<b>Total ([Phases 1-5] + Additive Alternates)</b>	<b>\$ 32,580,151</b>	<b>\$ 74,238,497</b>	<b>\$ 9,939,775</b>	<b>\$ 96,878,873</b>
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,713	\$ 41,149	\$ 370,563
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,800,330	\$ 180,045	\$ 1,620,286
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 116,830	\$ 11,690	\$ 105,140
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 666,163	\$ 66,616	\$ 599,535
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
LA-RICS PSBN - Equipment Relocation	\$ -	\$ 208,338	\$ -	\$ 208,338
LA-RICS Public Safety Enterprise Network (PSEN) Services	\$ -	\$ 278,908	\$ -	\$ -
<b>TOTAL CONTRACT SUM</b>	<b>\$100,827,352</b>			
<b>MAXIMUM CONTRACT SUM</b> (Total Unilateral Option Sum + Total Contract Sum)	<b>\$133,407,503</b>			

## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
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\* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).



## SCHEDULE OF PAYMENTS

### EXHIBIT C.6.1 - PHASE 5 - PSBN MAINTENANCE (YEAR 1)

Phase 5 - PSBN Maintenance <sup>Notes 1, 2, 8</sup>	Year 1 Option Term	June 2018 Extension
<b>LTE Hardware Maintenance<sup>Note 1</sup></b>		
Ericsson Hardware Maintenance Plan (HMP)	\$ 237,877	Not included
Motorola/Third Party	\$ 192,165	Not included
System Management and Monitoring Subsystem (SMMS)	\$ 39,090	Not included
<b>LTE Software Maintenance<sup>Note 1</sup></b>		
Ericsson Software Maintenance Plan (SMP) <sup>Notes 3, 4</sup>	\$ 398,609	Not included
Motorola/Third Party	\$ 131,972	Not included
System Management and Monitoring Subsystem (SMMS) <sup>Notes 3, 4</sup>	\$ 70,639	Not included
<b>LTE Services Maintenance<sup>Note 1</sup></b>		
LA-RICS PSBN Maintenance Services System Package		
Ericsson Services		
LTE Tech Phone Support		
On-Site Response		
Local Tech Support - Motorola Field Service Office (FSO)/Engineer	\$ 902,638	\$ 103,635
Preventative Maintenance		
Dispatch Service		
Network Monitoring		
Security Monitoring		
<b>Managed Services<sup>Note 1</sup></b>		
LA-RICS PSBN Managed Services Maintenance		
Managed Core	\$ 208,018	\$ 22,501
Service Delivery Management		
<b>Lease Costs<sup>Note 1</sup></b>		
Total Lease Costs <sup>Notes 5, 6, 7</sup>	\$ 809,993	\$ 69,170
<b>TOTAL FOR PHASE 5 - PSBN MAINTENANCE (YEAR 1 OPTION TERM)</b>	<b>\$ 2,991,000</b>	<b>\$ 195,306</b>

Note 1: Maintenance Work shall be performed in accordance with the Exhibit A (Statement of Work), Exhibit B (PSBN Specifications), Exhibit D (PSBN Maintenance and Warranty) and otherwise in accordance with the Agreement.

Note 2: Bundled Discounted Package for Maintenance Services.

Note 3: Pricing reflects a deferred annualized Software Subscription. Note that this is a deferral only and will require the subscription fee to be paid in full with penalty prior to LA-RICS upgrading to the next major LTE System Release. Customers are expected to upgrade major system releases within 18 months of the release availability date to remain in support. Motorola's ability to support the system beyond this period can be provided on a best effort basis only.

Note 4: ERI Tier 2 and 3 support, bug fixes and patches to the existing system release are included.

Note 5: Lease costs will vary based on annual circuit count fluctuation, Motorola to true up at 6 month and 12 month periods.

Note 6: Monthly Leased Circuit Maintenance - Discount provided for full Motorola ownership of leased circuits. Discount to remain for Year 1 as is regardless of transferred circuits, subject to change/removal upon leased circuit transfers for Year 2 and beyond.

Note 7: For circuits transferred to Authority within Year 1 Maintenance, Motorola will maintain the 10% markup for year 1 maintenance period. Motorola will continue to maintain all PSBN circuits in the case of transfer to the Authority under a Letter of Agency (LOA) jointly executed by both parties. The prorated leased circuit costs will be reconciled at the 6 month or 12 month leased circuit reconciliation process.

Note 8: Line Item Pricing inclusive of Maintenance Services System Package As-Is discount spread.



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

May 17, 2018

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

Dear Directors:

**AMENDMENT NO. 26 TO THE PROJECT AND  
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 26 with Jacobs Project Management Co. (Jacobs) to (a) increase the scope of work to assist the Authority with completing objectives included in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP); (b) reflect the inclusion of a Grants Analyst position; (c) reflect a Cost of Living Adjustment (COLA) to the hourly rates; and (d) reflect changes in staff; all actions resulting in an increase to the Maximum Contract Sum in the amount of \$5,935,430.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 26, substantially similar in form to the (Enclosure), which contemplates the following:
  - a. Increase the scope of work to allow Jacobs to assist the Authority in completing certain work in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability in the amount of \$5,489,350.

- b. Reflect the inclusion of a Grants Analyst position to assist the Authority with grant administration work in the amount of \$446,080.
  - c. Revise the Rate Schedule to reflect an increase to the hourly rates by 2.7 percent to account for a COLA and to reflect changes in staff, in particular, to the Program Director, Program Manager, and Deputy Program Manager.
2. Approve an increase to the Maximum Contract Sum in the amount of \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the cost increases for the revisions contemplated in Amendment No. 26 into consideration. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 26, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed for this work.

## **BACKGROUND**

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

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration. The Authority has standing weekly calls with NTIA and NOAA regarding the transition of the PSBN to AT&T and the status of the PSBN Round 2 PIP approval. It is expected that such approval is forthcoming and in anticipation of such approval, the Authority is presenting this Amendment No. 26 for your consideration. The Authority will not issue a Notice to Proceed until appropriate funds are secured.

The Jacobs Agreement allows for a COLA to the hourly rates equal to the lesser of (1) an increase/decrease to the average salary is granted to County of Los Angeles employees or (2) an increase/decrease in the U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index (CPI). Jacobs has requested a COLA and is presented to your Board as part of this Amendment No. 26 for consideration.



With respect to the Grants Analyst position, this position is currently contemplated under the LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and will be included in future Fiscal Year Proposed Budgets. The position has in the past been filled by County of Los Angeles employees. Due to the recruitment issues described in this Board Letter, we are seeking approval to have Jacobs provide a qualified candidate with the requisite subject matter expertise. This position will continue to receive oversight by Authority staff, will not have authority to approve or issue notices to proceed for work, approve or review invoices for work performed, or have any other approval authority over the Jacobs consultant work. This position will continue to assist with the packaging of documentation and claims relating to work that has already been approved and paid for by the Authority fiscal and executive staff as well as other reporting duties.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 26, which contemplates, among other things, (a) an increase in the scope of work to allow Jacobs to assist the Authority with the completion of certain work contemplated in the PSBN Round 2 PIP objectives; (b) include a grants analyst position; (c) contemplate a 2.7 percent COLA to the hourly rates; (d) reflect changes in staff; and (e) increase the Maximum Contract Sum accordingly by \$5,935,430.

#### **PSBN Round 2 PIP Work**

It is necessary to enlist assistance of Jacobs to aid with the objectives contemplated in the PSBN Round 2 PIP. Jacobs is the Authority's construction and project management consultant and has been integral in the buildout of the initial PSBN. Leveraging Jacobs's expertise in the field of construction management will be critical to ensuring the PIP objectives, in particular Coverage Augmentation, is executed at the level of public safety grade. Further, from a project management perspective, Jacobs will be critical in ensuring all the objectives contemplated in the PSBN Round 2 PIP are successfully completed within scope and within the grant performance period.

#### **COLA**

With respect to the COLA, the Agreement allows for a COLA to the hourly rates equal to the lesser of (1) an increase/decrease to the average salary is granted to County of Los Angeles employees or (2) an increase/decrease in the U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index (CPI). The lesser of the two results in a 2.7 percent increase to the hourly rates and the impacts per project are outlined below.

PROJECT	COLA IMPACT
PSBN Round 2 PIP Work	\$140,357
LMR Work	\$474,867
<b>TOTAL COLA IMPACT:</b>	<b>\$615,224</b>

While the total COLA appears impactful; Jacobs has identified efficiencies utilizing resources throughout the duration of both projects such that the hourly rate increases will not impact the contract sum. Additionally, since the contract was awarded in 2012, Jacobs has only requested and received a single COLA. The Authority has reviewed the request and the impacts and has determined the COLA to be acceptable.

#### Grants Analyst Position

The Authority is seeking your Board's approval to include a Grants Analyst position into the scope of the Jacobs agreement to assist the Authority with the administration of grants. The Authority has a vacancy in the grants section and has conducted extensive recruitment within the County of Los Angeles for this position. However, the candidate's qualifications fall short of those required for this very specialized work. Jacobs is able to provide the Authority with a qualified candidate that can see us through the duration and closeout of all grants associated with the project, has the subject matter expertise required for this work, and can perform the work at the equivalent rate budgeted in your current adopted FY 2017-18 budget.

#### Staffing Changes

Lastly, your approval is requested to reflect certain changes in the Jacobs staff, in particular, the Program Director, Program Manager, and Deputy Program Manager among other changes. As the LMR System project progresses and with the looming PSBN expansion, Jacobs has been actively assessing its resources and restructuring accordingly to provide the Authority with a qualified team to aid it in successfully building public safety communication systems.

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

The activities contemplated in Amendment No. 26 will increase the Maximum Contract by \$5,935,430 from \$56,163,404 to \$62,098,834.

The contract costs related to PSBN Round 2 PIP work will be reimbursable under the BTOP grant, and/or the Long Term Evolution (LTE) Operations and Maintenance (O&M) funding, and/or LTE Administrative Costs, contemplated in LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and/or future Fiscal Year Proposed Budgets. Matching requirements related to the BTOP funds will be met by in-kind match contributions such



as PSBN site value, device provisioning costs and other member contributions. There is no additional cash match required to achieve the 20% match requirement on the augmented grant funds.

The Grants Analyst position is currently contemplated under the LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and will be included in future Fiscal Year Proposed Budgets. The funding for this position will be shifted to the Jacobs budget and will not exceed the annual cost currently budgeted. This position will be funded by BTOP, Urban Area Security Initiative (UASI), Member Funded JPA Operations, and/or LTE Administrative Costs, and/or LTE O&M, and/or LMR Administrative Costs contemplated in LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and/or future Fiscal Year Proposed Budgets.

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

The Counsel to the Authority has reviewed the recommended actions.

#### **CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 26, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

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Enclosures

c: Counsel to the Authority



**AMENDMENT NUMBER TWENTY-SIX  
TO  
AGREEMENT FOR CONSULTANT SERVICES**

**Recitals**

This Amendment Number Twenty-Six ("Amendment No. 26") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of May \_\_\_\_\_, 2018, based on the following recitals:

WHEREAS, Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of May 15, 2012, to engage Consultant to perform certain work under Preliminary Phase, which was originally contemplated under Phase 1, and to adjust the Consultant's Staffing Plan accordingly, all as further described in Amendment Number One.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective as of June 4, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Two.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective as of July 2, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was not originally contemplated and constituted new scope, and to adjust Consultant's Staffing Plan, resource level effort, and additional costs accordingly, all as further described in Amendment Number Three, which increased the Maximum Contract Sum by \$1,546,933 from \$20,871,260 to \$22,418,193.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective as of September 21, 2012, to engage the Consultant to perform certain work under the Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Four.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective as of January 1, 2013, to reallocate the level of effort between LTE Project activities and LMR Project activities, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Five.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective as of September 5, 2013, to separate the Scope of Work into two separate projects, defined as the LMR System project and the LTE System project, to make revisions to the Agreement as necessary to reflect such two separate projects, to add additional work to Phase 1 of the LMR System project and the Preliminary Phase of the LTE System project, which was not previously contemplated and constituted new scope, and adjust Consultant's Staffing Plan, associated resource levels of effort, and additional cost accordingly to reflect two LA-RICS projects, all as further described in Amendment Number Seven, which increased the Maximum Contract Sum by \$4,889,427 from \$22,418,193 to \$27,307,620.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective as of December 12, 2013, (a) to include work to deliver certain LTE Project Description documents for 232 project sites in the LTE System, (b) to reallocate the level of effort between the Preliminary Phase and Phase 1 activities for the LTE System, and (c) to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Eight, which corrected the Maximum Contract Sum to \$27,317,585.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective as of March 11, 2014, to (a) perform certain environmental work including but not limited to, preparing and delivering a CEQA-compliant Environmental Impact Report (EIR) and a NEPA-compliant Environmental Assessment (EA) as well as perform various biological and cultural resource surveys and reports for the LMR Project work under the LMR Project Phase 1, System Design, as described in the Scope of Work, (b) adjust the Appendix A-2 (Staffing Plan) accordingly, and (c) increased the Maximum Contract Sum to account for the scope of work in the amount of \$2,862,080 from \$27,317,585 to \$30,179,665.

WHEREAS, the Agreement has been previously amended by Amendment Number Ten, effective May 14, 2014, to reallocate the level of effort between phases of the LMR Project, and to adjust Appendix A-2 (Staffing Plan) accordingly to reflect the reallocation of such levels of effort.

WHEREAS, the Agreement has been previously amended by Amendment No. Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum

to account for the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

WHEREAS, the Agreement has been previously amended by Amendment Number Twelve, effective August 21, 2014, to (a) perform certain environmental work for the LTE System project including, but not limited to, (1) conducting a CEQA statutory exemption analysis and prepare and deliver a Notice of Exemption, (2) preparing and delivering a supplemental NEPA-compliant Environmental Assessment (EA); and (3) increase the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule; all of which is described in the Scope of Work due to the Authority's increased need for environmental support, (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$2,011,080 from \$30,486,265 to \$32,497,345.

WHEREAS, the Agreement has been previously amended by Amendment Number Thirteen, effective December 31, 2014, to (a) revise Attachment A (Scope of Work) to clarify certain tasks associated with Federal and grant requirements as it relates to the Davis-Bacon Act, (b) to revise Appendix A-2 (Staffing Plan) to reflect an Agreement Budget; (c) revise Attachment B (Rate Schedule) to reflect new positions/staff; and (d) make other certain revisions contemplated in Amendment No. 13.

WHEREAS, the Agreement has been previously amended by Amendment Number Fourteen, effective April 16, 2015, to (a) revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds between Phases 1 through 3 for the LMR System to remedy a staff planning error, and (b) to revise Attachment D (Administration of Agreement) to reflect changes in the Consultant's Key Personnel, with no increase to the Maximum Contract Sum.

WHEREAS, the Agreement has been previously amended by Amendment Number Fifteen, effective May 21, 2015, to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

WHEREAS, the Agreement has been previously amended by Amendment Number Sixteen, effective July 14, 2015, to (a) increase the level of staffing contemplated

in the Agreement to ensure that Work related to the PSBN portion of the Agreement in regards to claims resolution are successfully completed; and (b) revise Appendix A-2 (Agreement Budget) to increase the Maximum Contract Sum by \$249,680 from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

WHEREAS, the Agreement has been previously amended by Amendment Number Seventeen, effective September 2, 2015, to (a) increase the scope of work and cost as it relates to the LMR System to perform certain environmental work, including but not limited to, (i) preparing and delivering nine (9) NEPA-compliant Environmental Assessment (EA) for broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (ii) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (iii) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (iv) all in the amount of \$3,442,250; (b) revise Attachment A (Scope of Work) to reflect the increased environmental work; (c) reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while environmental work is in progress in an amount of \$1,961,996; (d) reflect a reduction in costs by identifying various staff efficiencies in subsequent phases for a cost savings in the amount of \$2,443,700; and (e) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$2,960,546, ( $\$3,442,250 + \$1,961,996 - \$2,443,700$  when taking increases and cost savings into consideration) from \$32,643,105 to \$35,603,651, to contemplate the increased scope and level of effort related to the environmental work.

WHEREAS, this Agreement has been previously amended by Amendment Number Eighteen, effective September 10, 2015, to (a) increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by a not to exceed amount of \$150,000 from \$35,603,651 to \$35,753,651, to contemplate the increased scope and level of effort related to the increased outreach activities for work performed from the effective date of Amendment No. 18 to October 1, 2015.

WHEREAS, the Agreement has been previously amended by Amendment Number Nineteen, effective October 9, 2015, to (a) reflect an increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide

outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$1,255,765 from \$35,753,651 to \$37,009,416, to contemplate the increased scope and level of effort related to the increased outreach activities.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty, effective April 26, 2016, to revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds in the amount of \$139,902 between Phase 4 of the LMR System to Phase 4 of the Consultant's LTE System budget to ensure that the Consultant has sufficient funds for Work up to June 30, 2016, with no increase to the Maximum Contract Sum as the Authority has secured an informal no-cost BTOP Grant extension through this period. As such, the Maximum Contract Sum cannot be increased until such time as a formal grant budget augmentation is achieved.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-One, effective July 13, 2016, to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Round 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Round 2 buildout.

WHEREAS, the Agreement has been previously amended by Amendment Number Twenty-Two, effective November 17, 2016, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until January 31, 2017, for a cost increase in the amount of \$480,000; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$480,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$480,000 from \$37,378,957, to \$37,858,957.

WHEREAS, the Agreement has been previously amended by Amendment No. Twenty-Three, effective January 25, 2017, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site

closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until March 31, 2017, for a cost increase in the amount of \$240,000 (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$240,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$240,000 from \$37,858,957 to \$38,098,957.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Four, effective March 20, 2017, to (a) revise Attachment B (Rate Schedule) to reflect an increase to the hourly rates by 2.4 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement effective January 1, 2017; (b) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, review of and implementation planning for PSBN Upgrades and acceptance testing, until June 30, 2017, for a cost increase in the amount of \$309,000; (c) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$309,000 from \$38,098,957 to \$38,407,957 when taking the cost increases including the increased hourly rates into consideration; and (d) make other certain changes as set forth Amendment No. 24.

WHEREAS, the Agreement has been amended by Amendment Number Twenty-Five, effective April 13, 2017, to (a) reflect an increase in the LMR System budget in the amount of \$17,755,447 to align with the LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$17,755,447 from \$38,407,957 to \$56,163,404 when taking the LMR System budget alignment with the LMR Final System Acceptance into consideration; (c) revise Attachment B (Rate Schedule) to reflect changes to certain Consultant staffing positions; (d) revise Attachment D (Administration of Agreement) to reflect changes in management for the Authority and Consultant; and (e) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) increase the scope of Work to assist the Authority with completing certain work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability; (b) reflect the inclusion of a corresponding budget in the amount of \$5,489,350 to account for the PSBN Round 2 PIP Work; (c) reflect the inclusion of a new Grants Analyst position in the amount of \$446,080 to assist the Authority with grant administration work; (d) revise Attachment B (Rate Schedule) to (1) reflect an increase to the hourly rates by 2.7 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement and (2) reflect changes in staff, in particular and among other changes, to the Program Director, Program Manager, and Deputy Program Manager; (e) revise Attachment D (Administration of Agreement) to reflect changes in Consultant's management; (f) reflect



an increase to the Maximum Contract Sum by \$5,935,430 from \$56,163,404 to \$62,098,834 when taking the increases contemplated in this Amendment No. 26 into consideration; and (g) make other certain changes as set forth in this Amendment No. 26.

WHEREAS, This Amendment No. 26 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 26, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 26. Unless otherwise noted, section references in this Amendment No. 26 refer to sections of the body of the Agreement, as amended by this Amendment No. 26.

2. Amendments to Agreement.

2.1 Section 3.1, within Section 3 (Consideration) of the Agreement, is deleted in its entirety and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Sixty-Two Million, Ninety-Eight Thousand, Eight Hundred Thirty-Four Dollars (\$62,098,834).

3. Amendments to Appendices and Attachments.

3.1 Attachment A (Scope of Work) is revised to include Section 11 (PSBN Project Implementation Plan Work) as follows:

11. PSBN Project Implementation Plan Work

Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, pursuant to the PIP and this Scope of Work.

- a. **Coverage Augmentation:** The Coverage Augmentation objective contemplates the expansion of the initial PSBN buildout to include additional sites to augment the existing coverage and/or capacity. Consultant shall assist the Authority, as needed, with all project and construction management expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope contemplated in this Attachment A (Scope of Work).
- b. **Rapid Response Vehicles:** The Rapid Response Vehicles objective contemplates the development and purchase of Cell on Light Trucks (COLTs) for the Authority to rapidly deploy during public safety incidents within the urban area as well as in substantial events that occur outside the existing PSBN coverage footprint. Consultant shall assist the Authority, as needed, with all project and implementation management expertise necessary to execute this objective pursuant to the PIP and in accordance the scope contemplated in this Attachment A (Scope of Work).
- c. **Application Interoperability:** The Application Interoperability objective will allow the Authority to test the functionality of public safety applications on the FirstNet/AT&T application ecosystem as well as the governance and structure of to ensure interoperability across applications. Consultant shall assist the Authority, as needed, with all project, customer acquisition, and coordination management expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope contemplated in this Attachment A (Scope of Work).

3.2 Attachment A (Scope of Work) is revised to include Section 12 (Grants Administration) as follows:

#### 12. Grants Administration

- a. Consultant shall assist the Authority with the administration of all its grants, performing analysis of upcoming and newly released grant opportunities/applications, serve as a liaison between the Authority and granting agencies, and coordinate and assist with grant program audits.
- b. Consultant shall assist the Authority with developing grant spend plans, budgets, for each project that considers grant funding allocations, timelines and cash flow requirements, project schedules, migration plans, etc.
- c. Consultant shall package approved grant related expenditures for review prior to claim submission to the grantor(s), track monthly

expenditures for grant allowability and contract compliance, submit grant claims for reimbursement once all approvals have been secured, prepare progress reports, letters, memos, and monthly grant status updates for the Joint Powers Authority (JPA) Board of Directors (Board) and others as needed.

- d. Consultant shall develop, oversee, and assist in the successful implementation of grant awards and attends grant-related meetings and participates in committees and subcommittees as needed.
- 3.3 Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety and is replaced with Attachment B (Rate Schedule), dated May 2018, attached to this Amendment No. 26 and incorporated herein by this reference, to reflect changes in Consultant's staff and to reflect an increase to the rates by 2.7 percent to account for a COLA in accordance with Section 3.4 of the Agreement.
- 3.3 Attachment D (Administration of Agreement) to the Agreement is hereby deleted in its entirety and is replaced with Attachment D (Administration of Agreement), dated May 2018, attached to this Amendment No. 26 and incorporated herein by this reference, to reflect changes in Consultant's Administrative staff.
- 3.4 Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety and is replaced by Appendix A-2 (Agreement Budget), dated May 2018, attached to this Amendment No. 26 and incorporated herein by this reference to reflect changes in the contract value.
4. This Amendment No. 26 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 4.1 An authorized officer of Consultant has executed this Amendment No. 26;
  - 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 26, if required;
  - 4.3 Los Angeles County Counsel has approved this Amendment No. 26 as to form; and
  - 4.4 The Executive Director of the Authority has executed this Amendment No. 26.
5. Except as expressly provided in this Amendment No. 26, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 26 on behalf of Consultant represent and warrant that the person executing this Amendment No.

26 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 26, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 26 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 26 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

**AMENDMENT NUMBER TWENTY-SIX  
TO  
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 26 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

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

Scott Edson  
Executive Director

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

Issam Khalaf  
Vice President  
West Division PMCM

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

## ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems  
(LA-RICS) – Rate/Position Schedule: May 2018

Position	Name	Rate
Program Director	Chris Odenthal	\$189
Program Manager	Justin Delfino	\$189
Deputy Program Manager	Tanya Roth	\$179
Senior Project Manager – Construction	Riad El Masri	\$174
Senior Project Manager – Environmental	Jim Hoyt	\$174
Senior Project Manager –Technology	TBD	\$174
Document Control	Marina Khounthavong	\$69
Administration	Nadine Luscombe	\$58
Project Manager – Entitlements	Tom Molina	\$168
Project Manager – Implementation	Marissa Bosque	\$154
Change Management Lead	Vanessa Montes	\$89
Environmental Lead	Carl Rykaczewski	\$168
Environmental Lead	Beth Defend	\$168
Environmental Subject Matter Expert	Bruce Palmer	\$168
Environmental Subject Matter Expert	Paige Peyton	\$168
Environmental Subject Matter Expert	Jason Walsh	\$168
Senior Specialist	Brian Weith	\$158
Senior Specialist	David Charleton	\$158
Senior Specialist	Jeff Berna	\$158
Specialist	Dan Woodward	\$137
GIS/Graphics Specialist	Andy Priest	\$137
GIS/Graphics Specialist	Vamshi Yellisetty	\$137
Technical Editor	Linda St. John	\$105
System Design – Backbone Network	Roy Cuevas	\$163
System Design – RF Network	Fritz Rote	\$163
Supply and Staging – Site Equipment	Nalani Whatley	\$168
Team Leader – P.E. Technology	Rafael Santillan	\$163
Team Leader – P.E. Construction	Michael Laughlin	\$163
Electrical Engineer	Michael Molinari	\$116
Structural Engineer	Deep Shah	\$139
Project Engineer Field Team – Technology	Dan Walker	\$158
Project Engineer Field Team – Site/Civil	Eric Steinberger	\$158
Project Engineer Field Team – Site/Civil	Abdul Abdul Hafiz	\$158
Project Engineer Field Team – Site/Civil	Ed Jones	\$158
Contract Administration – Internal	Angelica Villicana	\$168
Community Outreach Support	Katz	\$205
Site Access/Zoning	TBD	\$116
Scheduling	John Matsumoto	\$149
Program Controls Manager	TBD	\$174
System Manager – LMR	TBD	\$168
System Manager – LTE	Mike Dipiero	\$168
Construction Manager – Site/Civil	TBD	\$158



**ATTACHMENT B**  
**Amended and Restated Under Amendment No. 26 (May 2018)**

Position	Name	Rate
Environmental Subcontract	TBD	\$205
Site Assessment	TBD	\$149
Constructability/Design Review	TBD	\$149
Scheduler Support	TBD	\$137
Estimating	TBD	\$149
Warranty Support	TBD	\$168
Labor Compliance	TBD	\$158
Grant Analyst	TBD	\$82

**ATTACHMENT D**  
**ADMINISTRATION OF AGREEMENT**

**Authority's Representatives**

▪ **Executive Director**

Scott Edson  
LA-RICS Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8281  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

▪ **Authority's Authorized Representative**

Susy Orellana-Curtiss  
LA-RICS Administrative Chief  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8292  
Email: [Susy.Orellana-Curtiss@la-rics.org](mailto:Susy.Orellana-Curtiss@la-rics.org)

**Consultant Key Personnel**

▪ **Consultant Program Director**

Chris Odenthal  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Phone: (760) 717-3400  
Email: [Chris.Odenthal@jacobs.com](mailto:Chris.Odenthal@jacobs.com)

▪ **Consultant Program Manager**

Justin Delfino  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (480) 393-6682  
Email: [Justin.Delfino@jacobs.com](mailto:Justin.Delfino@jacobs.com)

- **Consultant Deputy Program Manager**

Tanya Roth  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (661) 755-1471  
Email: [Tanya.Roth@jacobs.com](mailto:Tanya.Roth@jacobs.com)

- **Senior Project Manager – Technology**

Michael Dipiero  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (925) 260-9275  
Email: [mdipiero@v-onedesign.com](mailto:mdipiero@v-onedesign.com)

- **Senior Project Manager – Construction**

Riad El Masri  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone:  
Email: [Riad.ElMasri@jacobs.com](mailto:Riad.ElMasri@jacobs.com)

- **Senior Project Manager – Environmental**

Jim Hoyt  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (760) 954-8120  
Email: [Jim.Hoyt@jacobs.com](mailto:Jim.Hoyt@jacobs.com)

**APPENDIX A-2  
AGREEMENT BUDGET**

**Los Angeles Regional Interoperable Communications Systems  
(LA-RICS)**

<b>LMR SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$19,904,271
Phase 2 – Site Construction and Site Modification	\$10,819,585
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$10,530,378
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$850,050
Grants Analyst	\$223,040
<b>LMR System Total</b>	<b>\$45,101,832</b>

<b>LTE SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$2,281,777
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$588,133
<b>LTE System Total</b>	<b>\$11,285,062</b>

<b>PUBLIC SAFETY BROADBAND NETWORK (PSBN) ROUND 2 PROJECT IMPLEMENTATION PLAN (PIP) WORK</b>	
PSBN Round 2 PIP Work	\$5,489,350
Grants Analyst	\$223,040
<b>PSBN Round 2 PIP Work Total</b>	<b>\$5,712,390</b>

<b>MAXIMUM CONTRACT SUM</b>	<b>\$62,098,834</b>
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**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

May 17, 2017

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

Dear Directors:

**AMENDMENT NO. 13 FOR  
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 13 to the Professional Broadband Engineering Consulting Services Agreement (Agreement) with Televate, LLC (Televate) to (a) increase the scope to allow Televate to assist the Authority with the completion of certain work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) objectives, (b) extend the contract term to contemplate completion of certain work contemplated in the PSBN Round 2 PIP objectives as well as to support the Authority with broadband related activities, and (c) increase the Maximum Contract Sum accordingly by \$3,120,266 to account for this work.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 13, substantially similar in form to the Enclosure, which contemplates the following:
  - a. Increase to the scope of work to allow Televate to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular assistance with PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support

the Authority with broadband related activities relevant to the Authority's mission.

- b. Extend the term of the Televate Agreement to December 31, 2020, to align with the completion of certain work contemplated in the PSBN Round 2 PIP, in particular PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as allow Televate to support the Authority with broadband related activities relevant to the Authority's mission.
2. Approve an increase to the Maximum Contract Sum in the amount of \$3,120,266 from \$11,506,310 to \$14,626,576 to allow for increase in the scope and the term extension. No work will be authorized until appropriate funds are secured.
3. Delegate authority to the Executive Director to execute Amendment No. 13, in substantially similar form to the enclosed Amendment.

## **BACKGROUND**

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

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration. The Authority has standing weekly calls with NTIA and NOAA regarding the transition of the PSBN to AT&T and the status of the PSBN Round 2 PIP approval. It is expected that such approval is forthcoming and in anticipation of such approval, the Authority is presenting this Amendment No. 13 for your consideration. The Authority will not issue a Work Approval Certificate until appropriate funds are secured.

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

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 13, which contemplates, among other things, (a) an increase in the scope of work to allow Televate to assist the Authority with the completion of certain work contemplated in the PSBN Round 2 PIP objectives, (b) extend the contract term to contemplate completion of certain work contemplated in the PSBN Round 2 PIP



objectives as well as to support the Authority with broadband related activities, and (c) increase the Maximum Contract Sum accordingly by \$3,120,266 to account for this work. It is necessary to enlist assistance from Televate to aid with the completion of the objectives contemplated in the PSBN Round 2 PIP. Televate is the Authority's broadband engineering consultant and has been integral in the buildout of the initial PSBN. Their expertise in broadband engineering and Long Term Evolution (LTE) technology will be necessary to the successful completion of the PSBN Round 2 PIP objectives.

In particular, Televate will assist the Authority with the Coverage Augmentation objective by assisting with, among other things, design, implementation, and deployment review of the site buildout from a broadband engineering perspective ensuring the sites augment the coverage/capacity accordingly. With respect to the Rapid Response Vehicle objective, Televate will develop the specifications, develop deployment procedures, facilitate and manage end-user training, etc. From an Application Interoperability objective perspective, Televate will assist the Authority with establishing an interoperability framework, procedures, training and other programmatic elements necessary to achieve application interoperability. Additionally, Televate's expertise with broadband and LTE technology will benefit the Authority with achieving its broadband related activities that may relevant to executing the Authority's mission.

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

The activities contemplated in Amendment No. 13 will increase the Maximum Contract Sum by \$3,120,266 from \$11,506,310 to \$14,626,576. The contract costs related to the services rendered by Televate under Amendment No. 13 will be reimbursable under the BTOP grant, and/or the Long Term Evolution (LTE) Operations and Maintenance (O&M) funding, and/or LTE Administrative Costs, contemplated in LA-RICS' Adopted Fiscal Year 2017-18 Operating Budget and/or future Fiscal Year Proposed Budgets. Matching requirements related to the BTOP funds will be met by in-kind match contributions such as PSBN site value, device provisioning costs and other member contributions. There is no additional cash match required to achieve the 20% match requirement on the augmented grant funds.

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

The Counsel to the Authority has reviewed the recommended actions.

**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 13, substantially similar in form to the Enclosure.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

M:\TELEVATE\2 AMENDMENTS\AMENDMENT 13 (Draft)\1 Televate Amendment 13 Board Letter\_05-10-18.docx

Enclosure

c: Counsel to the Authority

## **AMENDMENT NUMBER THIRTEEN**

### **TO AGREEMENT NO. 004**

#### **PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

This Amendment Number Thirteen (together with all exhibits, attachments, and schedules hereto, "Amendment No. 13") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of May \_\_\_\_\_, 2018 based on the following recitals:

#### **RECITALS**

WHEREAS, the Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment No. 1, effective as of August 4, 2011, to replace Exhibit A (Scope of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

WHEREAS, the Agreement has been previously amended by Amendment No. 2, effective February 20, 2014, to (a) exercise the two renewal option years to the contract and extend the contract end date to April 17, 2016, (b) increase the Maximum Contract Sum by \$1,800,000, increasing the Maximum Contract Sum from \$1,500,000 to \$3,300,000, (c) broaden the scope of services to allow the consultant to provide additional technical support to the Authority to keep in line with meeting the aggressive demands of the procurement process consistent with the performance period of September 2015, (d) increase the Consultant's hourly rates, and (e) to make other certain revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 13, effective April 3, 2014 to (a) broaden the scope of services to expand on site acquisition support services to aid the Authority in securing the necessary agreements, including but not limited to, Long Term Evolution (LTE) Site Access Agreements, in order to meet the aggressive grant performance period deadline of September 2015; and (b) increase the Maximum Contract Sum by \$912,000, increasing the Maximum Contract Sum from \$3,300,000 to \$4,212,000.

WHEREAS, the Agreement has been previously amended by Amendment No. 4, effective February 11, 2015, to (a) increase the level of effort to continue to provide technical support to ensure that the Authority meets the aggressive demands consistent with the grant performance period deadline of September 2015, (b) assist the Authority with procurements for the purchase of LTE devices to be used on the Public Safety Broadband Network (PSBN); (c) to assist the Authority with member agencies transition/migration onto the PSBN; (d) to provide assistance and support to the Authority

with the PSBN during the warranty period of the PSBN; and (e) make certain other revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 5, effective May 21, 2015, to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan (CAP) issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites.

WHEREAS, the Agreement has been previously amended by Amendment No. 6, effective December 22, 2015, to (a) extend the contract term to September 30, 2016, to ensure that the Phase 1 Work for PSBN Sites related to the CAP Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; (c) increase the Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term; and (d) make certain other revisions.

WHEREAS, the Agreement has been previously amended by Amendment No. 7, effective August 15, 2016, to (a) extend the term of the contract to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal grant augmentation for PSBN Round 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (b) increase the Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Round 2 plan and design until September 30, 2016.

WHEREAS, the Agreement has been previously amended by Amendment No. 8, effective November 14, 2016, to amend the Agreement to reflect the following (a) extend the term of the contract to January, 31, 2017, to continue assisting the Authority with PSBN Warranty Period closeout work, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), Rose Parade support, small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support, for a cost increase in the amount of \$360,000; (b) increase the Maximum Contract Sum by \$360,000 from \$7,286,978 to \$7,646,978 for the Warranty Period close-out work through January 31, 2017; and (c) make other certain changes as set forth in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment No. 9, effective January 25, 2017, to amend the Agreement to reflect the following (a) extend

the term of the contract to March, 31, 2017, to align with the extended PSBN Warranty Period, to continue assisting the Authority with PSBN Warranty Period closeout, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; and provide LTE Training and Support services in the amount of \$415,000; (b) increase the Maximum Contract Sum by \$415,000 from \$7,646,978 to \$8,061,978 for this work through March 31, 2017; and (c) make other certain changes as set forth in Amendment No. 9.

WHEREAS, the Agreement has been previously amended by Amendment No. 10, effective March 20, 2017, to amend the Agreement to reflect the following: (a) extend the term of the contract to June 30, 2017, to continue assisting the Authority with PSBN Warranty Period close-out work and ongoing PSBN operations work, which includes but is not limited to, PSBN upgrade validation, review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; provide LTE Training and Support services; (b) revised Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates, effective March 13, 2017, to account for the inclusion of Consultant travel expenses; (c) increase the Maximum Contract Sum by \$680,000 from \$8,061,978 to \$8,741,978 for this work through June 30, 2017, which takes the increased hourly rates into consideration; and (d) make other certain changes as set forth in Amendment No. 10.

WHEREAS, the Agreement has been previously amended by Amendment No. 11, effective April 13, 2017, to amend the Agreement to reflect the following (a) make certain adjustments to the flow-down provisions to Consultant's Subcontractor (Ericsson) with respect to a limited scope of work related to training services for the PSBN; (b) revise Exhibit D (Administration of Agreement) to reflect updated personnel; (c) make other certain changes as set forth in Amendment No. 11.

WHEREAS, the Agreement has been previously amended by Amendment No. 12, effective May 18, 2017, to amend the Agreement to reflect the following (a) extend the term of the contract to complete certain areas of the Public Safety Broadband Network Round 2 Project Implementation Plan (PIP), specifically with acquisition of rapid response vehicles, connecting outside agencies Public Safety Enterprise Networks (PSENs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center to test and ensure that devices operate properly with the PSBN before use on the network as well as to allow Consultant to continue assisting the Authority with ongoing PSBN operations and

onboarding of users; and (b) increase the Maximum Contract Sum by \$2,764,332 from \$8,741,978 to \$11,506,310.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) increase the scope of Work to assist the Authority in completing certain work contemplated in the PSBN Round 2 PIP, in particular, assistance with the PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, as well as to allow the Consultant to support the Authority with broadband related activities the Authority determines relevant to its mission as may be necessary; (b) extend the term of the Agreement until December 31, 2020 to align with the completion of certain Work contemplated in the PSBN Round 2 PIP and to allow Consultant to support the Authority with broadband related activities as may be necessary; (c) correspondingly increase the Maximum Contract Sum by \$3,120,266 from \$11,506,310 to \$14,626,576; and (d) make other certain changes as contemplated in this Amendment No. 13.

WHEREAS, this Amendment No. 13 is authorized under Section 6 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 13, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 13 refer to sections of the Agreement, as amended by this Amendment No. 13.
2. PSBN Project Implementation Plan Work. The parties agree and acknowledge that the Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, pursuant to the PIP and Exhibit A (Statement of Work) as revised under this Amendment No. 13, and to support the Authority with broadband related activities the Authority determines relevant to its mission.
3. Amendments to Agreement.
  - 3.1 Section 7 (Term) of the Agreement is deleted in its entirety and replaced with the following:

The parties agree and acknowledge the term set forth in this Section 7 (Term) of the Agreement is extended to December 31, 2020, to complete certain Work contemplated in the Public Safety Broadband Network Round 2 Project Implementation Plan (PIP), in particular, assisting the Authority



with the completion of PIP objectives for Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, to allow the Consultant to support the Authority with broadband related activities the Authority determines relevant to its mission, unless sooner terminated or extended, in whole or in part, as provided in the Agreement, which is incorporated herein by this reference. Any extension of the term of this Agreement shall be made via an Amendment pursuant to Section 6.2 (Amendments) of the Agreement.

3.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:

8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Fourteen Million, Six Hundred Twenty-Six Thousand, Five Hundred Seventy-Six Dollars (\$14,626,576).

4. Amendment to Agreement Exhibits.

4.1 Exhibit A (Statement of Work) is deleted in its entirety and replaced with Exhibit A (Statement of Work) to include new Tasks and Deliverables, which is attached to this Amendment No. 13, and incorporated herein by this reference.

5. This Amendment No. 13 shall become effective as of the date identified in the recitals, which is the date upon which:

5.1 An authorized agent of Contractor has executed this Amendment No. 13;

5.2 Counsel to the Authority has approved this Amendment No. 13 as to form;

5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 13; and

5.4 The Executive Director of the Authority has executed this Amendment No. 13.

6. Except as expressly provided in this Amendment No. 13, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

7. Consultant and the person executing this Amendment No. 13 on behalf of Consultant represent and warrant that the person executing this Amendment No. 13 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 13, and

that all requirements of Consultant to provide such actual authority have been fulfilled.

8. This Amendment No. 13 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

**AMENDMENT NUMBER THIRTEEN**  
**TO AGREEMENT NO. 004**  
**FOR**  
**PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

TELEVATE, LLC

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

Scott Edson  
Executive Director

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

Joe Ross  
Senior Partner

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

## **STATEMENT OF WORK**

Consultant shall provide the following professional services in accordance with this Exhibit A. This Statement of Work, and all tasks and deliverables herein, are limited to Long Term Evolution ("LTE") only, and do not include any tasks or deliverables for Land Mobile Radio ("LMR").

### **I. BACKGROUND**

The Department of Commerce's National Telecommunications and Information Administration ("NTIA") awarded the Los Angeles Regional Interoperable Communication System Authority (the "Authority") a Comprehensive Community Infrastructure Broadband Technology Opportunity Program ("BTOP") grant in the amount of \$154,640,000. BTOP funds were awarded to the Authority to develop and deploy LA-SafetyNet, a 700 MHz public safety mobile broadband network across all of Los Angeles County, featuring almost 300 wireless 700 MHz public safety broadband sites using new and existing infrastructure, fixed microwave backhaul rings, and 100-miles of high-capacity fiber backbone. The Federal Communications Commission ("FCC") has required public safety broadband networks to adopt LTE technology. This network will enable computer-aided dispatch, rapid law-enforcement queries, real-time video streaming, medical telemetry and patient tracking, geographic information systems services for first responders, and many other broadband-specific applications.

The Authority will implement LA-SafetyNet as a major component of LA-RICS, which will incorporate both voice and data communications systems. LA-RICS will be designed and built under a contract ("Contract") with one or more vendors ("Vendor").

To address the technical requirements necessary for implementing this new technology, Consultant shall provide expertise in LTE technology and the use of mobile broadband technology for public safety use. Consultant may provide support via phone, e-mail, conference call, online meeting, or other electronic means. The Authority, at its discretion, shall require Consultant to attend in-person project meetings or other on-site work as required.

### **II. SCOPE OF WORK**

#### **A. Task 1: Procurement Subject Matter Expert ("SME") Support**

Consultant shall provide support to the Authority in its development of a Request for Proposals as well as broadband expertise and support to the Authority's procurement team. The Authority may also direct the Consultant to support the Authority in the development of additional Requests for Proposals for related broadband activities.

**B. Task 2: Proposal Evaluation and Contract Negotiations Support**

Consultant shall confer with Authority staff to identify, discuss, and refine the Authority's core objectives for the LA-SafetyNet project. Consultant shall then support the Authority during proposal evaluations and contract negotiations to ensure that these objectives are furthered by the final system contract. Consultant shall thoroughly review and analyze all documentation in connection to LA-SafetyNet project, the LA-RICS system Request for Proposals, vendor proposal, and the Vendor's proposed contract language and identify any risk areas that may prevent project success. Identified risks must be presented to the Authority's staff with a recommended negotiation strategy to mitigate that particular risk. Consultant shall also provide a comprehensive vendor price proposal analysis, including a market analysis for off the shelf components and other LA-RICS available competitor proposals, and a maintenance & operations cost analysis, with recommended strategies for cost containment overall.

To mitigate and manage risks to the Authority's core project objectives, Consultant shall also manage risk through a risk register document that tracks contract risks, their impacts, and recommended mitigation strategies. In addition, Consultant shall review contract payment plan and overall finance strategy and provide recommendation on how to maintain the long-term viability of the network.

Consultant shall also provide detailed analysis and recommendations on negotiated outcomes that best meet the Authority's core objectives on the following:

1. Vendor's operation and maintenance strategy to ensure LA-SafetyNet is operating optimally;
2. Vendor's project plan to ensure project tasks and timeline are reasonable and deliverables are accurate;
3. Vendor's test and acceptance plans to ensure that the vendor's system components are tested to meet all requirements outlined in the contract.

**C. Task 3: Design Reviews**

In parallel to negotiations, and continuing through system implementation, Consultant shall provide support to the Authority to ensure that Vendor's proposed system design not only meets the Authority's coverage and capacity requirements, but is feasible. Consultant shall also review vendor designs to ensure that they maximize the efficient use of existing infrastructure, at minimum meeting the Authority's in-kind match requirements.

Consultant shall perform a thorough analysis of the Vendor's proposed LA-SafetyNet system design to verify that the proposed design is achievable and that the design can be implemented within the required timeframe and budget. This includes the requirements for each functional area for the project including but not limited to:

- a. Internet Protocol (IP) Architecture
- b. Core Network (including backhaul)
- c. Applications
- d. Radio Coverage
- e. System Capacity
- f. Security
- g. Installation Requirements

Consultant shall perform an initial design review, as described above, to provide broadband expertise and support to the Authority's procurement and negotiations team. Consultant shall perform a thorough review of the Vendor's first post-contract final design. Consultant shall perform ongoing design reviews resulting from any approved or proposed change orders during system implementation. Consultant shall consult with member agencies to determine any member specific requirements for the design.

**D. Task 4: Implementation and Deployment Reviews**

After the Authority executes a contract with the selected system vendor, Consultant shall provide support to adherence to project goals and overall quality assurance through ongoing review and analysis of project implementation and deployment stages. This includes but is not limited to:

1. Design plan reviews in a timely manner to ensure that the vendor continues to make progress towards the schedule and identify unrealistic design assumptions;
2. Project plan reviews to ensure that the appropriate tasks are undertaken to achieve project success;
3. Change order request management process whereby all changes are documented, evaluated by Contractor, and agreed to by the Authority resulting from Consultant's evaluation of change order request;
4. Quality assurance reviews and inspections;
5. Vendor's specifications reviews to ensure that vendor is compliant with contract requirements and 3GPP standards;
6. System and acceptance testing that supplements vendor contractual testing;
7. Review and independent verification and validation of vendor acceptance test plan and test activities;
8. System integration plan and execution reviews to fully understand the interface between the systems and its impact to ongoing operations. Consultant shall also provide analysis on a cut over plan and identify all tests required to ensure two systems will operate successfully together;
9. Final acceptance testing review to ensure that all contractual requirements have been met. Final acceptance would ensure that the delivered system meets the quality and functional requirements as specified in the LA-RICS system contract.



10. Assist the Authority with transitioning the PSBN to allow permanent transport. If necessary, Consultant shall assist Member agencies with transitioning to permanent transport in connection with the PSBN.

**E. Task 5: Regulatory and Standards Requirement Support**

Contactor shall actively monitor and, upon Authority approval, participate in and contribute to key government and broadband wireless organizations that will affect and advance the LA-SafetyNet broadband wireless network. Consultant shall assess and formulate policies and standards that best support the LA-SafetyNet objectives through technical guidance and collaboration with the Authority's members, including end users, stakeholders, engineers, and executive leadership. Key government organizations include, but are not limited to:

- a. Federal Communications Commission ("FCC")
- b. Emergency Response Interoperability Center ("ERIC")
- c. National Public Safety Telecommunications Council Broadband Task Force ("NPSTC")
- d. Public Safety Communications Research ("PSCR") Organization
- e. FirstNet (including support of the Authority's obligations under its Spectrum Manager Lease Agreement and the associated Key Learning Conditions).
- f. National Telecommunications and Information Administration ("NTIA") including the Authority's obligations under its Broadband Technology Opportunity Program ("BTOP") grant
- g. Others as directed

In addition, Consultant shall monitor 3GPP standards development, recommend to the Authority new 3GPP features to ensure operational and technical benefits and cost savings, and develop strategies for influencing 3GPP to adopt features critical to LA-SafetyNet users in future releases.

**F. Task 6: SME Support to LTE Broadband Initiatives and Activities Support**

In addition to the tasks specified above, where required by the Authority Consultant shall provide subject matter expertise and recommendations on 700 MHz Broadband Wireless standards, including but not limited to national device requirements, incident peer-to-peer communications, high powered mobile user equipment ("Ue") to extend eNodeB coverage area, Ue device types and features, site acquisition support, and 4G to 3G roaming and all related policy and regulatory matters in regards to the application of LTE technology to public safety.

Consultant shall provide key broadband technical advice to support the Authority in ongoing communication with the public and the LA-RICS user community to ensure that all stakeholders are properly informed about the progress of the LA-SafetyNet project.

If necessary, Consultant shall assist Authority in meeting the requirements of NPSTC, and any other key government organizations, including, but not limited to, establishing policies and procedures.

Consultant shall provide other tasks and services within the functional areas identified in Task 1 as directed by LA-RICS staff.

Consultant shall review documentation submitted by the system vendor to ensure completion of tasks identified in the contract and, when necessary, provide feedback to the vendor. Consultant shall work closely with the Authority to establish policies and procedures with regard to other facets of the project including, but not limited to, implementing security guidelines and customer care guidelines.

**G. Task 7: Operations Support**

Consultant shall perform the following functions in order to determine the appropriateness and functionality of the LTE system:

- Optimization
- Drive Testing
- System Performance Reporting
- System and Device Testing
- Independent Verification and Validation
- Interference analysis and resolution
- Network Management and Maintenance Systems Configuration and Operations
- Standard Operating Procedures, policies, and other agreements development support
- Priority Operations and Quality of Service support or configuration (QoS)
- Coverage expansion engineering (RAN, transport, and core) and modeling
- Stakeholder requirements and applications including identity and credential management (ICAM) and security
- Application analysis and implementation including identity and credential management (ICAM) and security
- Ongoing FCC, FirstNet, and other regulatory compliance support
- Key Learning Condition support
- Partnership evaluation, analysis, and partnership development support
- Others broadband related services as directed
- Assistance in the management of the various Board subcommittees and working groups (e.g., Tech/Ops Committees) including development of proposed policies, network configuration, and others as directed
- Change management support
- Business Operations Systems configuration and support

#### **H. Task 8: Site Acquisition Support**

Consultant shall perform the following functions in order to aid the Authority in successfully obtaining LA-RICS LTE Site Access Agreements from Member Agency site owners in order to build out the LTE System by way of antenna support structures and required communication equipment. The site acquisition support will be primarily for City of Los Angeles sites and various Independent Cities sites located within the greater County of Los Angeles region. However, the Consultant is not limited from providing site acquisition support to the Authority for County of Los Angeles sites should the Authority require such support.

This work site acquisition support will include, but not be limited to, the following tasks:

- Work closely with Authority staff and Counsel to the Authority throughout the duration of the site acquisition process.
- Prepare monthly and/or bi-monthly status reports, to be determined by the Authority in its sole discretion, to monitor progress and meet with the Authority periodically as needed.
- Maintain current, accurate, and complete documentation and files, including electronic files, for each necessary agreement, including but not limited to, LTE Site Access Agreements.
- Secure the necessary agreements with site owners to enable the Authority and its contractors to gain entry and perform design related functions at the sites.
- Participate in site walks, facilitate communication regarding site designs and design approvals, and conduct site inspections, as necessary.
- Serve as the primary point of contact with the site owner points of contact for site acquisition related activities for the sites assigned to Consultant.
- Establish contact on behalf of the Authority to site owners, communicate through meetings, and conduct negotiations with site owners to successfully secure and execute the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Meet as necessary with the site owners to explain the project and the site acquisition process.
- Negotiate with site owners as necessary to resolve any problems to arrive at mutually agreeable terms to secure the necessary agreements, including but not limited to, LTE Site Access Agreements.
- Obtain Authority's approval for Authority concessions to agreement terms, if any, prior to introducing any concession(s) to site owners.

- Upon successful negotiations, finalize each electronic agreement file, including but not limited to, the LTE Site Access Agreement file, and review for completeness and accuracy, ensuring that all negotiated terms, if any, are reflected in the final agreements.
- Ensure that the necessary agreements, including but not limited to, LTE Site Access Agreements, are ushered through the appropriate local governmental body(ies) for the specific site owner's jurisdiction required to authorize the Authority to use the site for the LTE project.
- Prepare the final necessary agreements, including but not limited to, LTE Site Access Agreements, for proper and complete execution including formal acceptance, which includes securing the necessary approvals and signatures from the Authority and the site owners.
- Perform other site acquisition related tasks as directed by the Authority.

I. Task 9: Agency Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboarding the Authority's Member agencies onto the LTE System. Consultant shall work closely with, and provide the necessary technical guidance, the Authority and its Member agencies' executive leadership, engineers, and end users to ensure a seamless transition onto the LTE System.

- Outreach/Sales
- Testing Support
- Connectivity, routing, and other engineering support for agency connection to the PSBN
- Ue provisioning and installation support
- Ue installation consultation
- Transition support
- Operations integration support
- Applications integration support
- ICAM support
- Security support

J. Task 10: Device Onboarding Support

Consultant shall perform the following functions in order to aid the Authority in successfully onboard devices onto the PSBN system. Consultant shall also work with the Authority, the system vendor, and the Authority's Member Agencies' technical staff and end users to provision the devices to meet the end users' communication needs.

- Device acquisition support
- PTCRB/IoT management

- Onboard new vendors/devices
- Improve provisioning process related to OMA-DM
- 3<sup>rd</sup> Party UICC Provider
- Integrate third party DM platforms
- Develop detailed policies and procedures
- Develop dual SIM provisioning approach

**K. Task 11: Project Reconciliation Support**

As a result of a significant loss of PSBN Sites and the coverage and capacity associated with said sites, the Authority developed a Corrective Action Plan (CAP) response which provided an alternative solution to mitigate any loss of coverage and capacity due to the reductions of sites. Certain measures were established in the CAP response such as adding Cells on Wheels (COW) and finding alternatives uses for the equipment ordered for the terminated sites. Consultant shall assist the Authority with mitigating any financial risks posed as a result of PSBN sites including, but not limited to, the assisting the Authority with relocation of the redundant core and assessment of radio access network, transport, and core network systems.

**L. Task 12: PSBN Project Implementation Plan Work**

The Consultant shall assist the Authority with completing certain Work contemplated in the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP), in particular the completion of PIP objectives related to Coverage Augmentation, Rapid Response Vehicles, and Application Interoperability, pursuant to the PIP and this Statement of Work, as well as to support the Authority with broadband related activities the Authority determines relevant to its mission.

- 1. Coverage Augmentation:** The Coverage Augmentation objective contemplates the expansion of the initial PSBN buildout to include additional sites to augment broadband coverage and/or capacity. Consultant shall assist the Authority, as needed, with the broadband engineering and technology expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work).

The Work associated with this Task shall include:

- In general, Consultant will continue to provide support regarding consistent with the services provided in the initial PSBN build as directed by the Authority including:
  - Procurement and Contract Negotiations Support
  - Design Reviews

- Implementation and Deployment Reviews
- Site Acquisition Support (attendance at outreach meetings, as needed)
- Distributed Antenna System engineering

2. **Rapid Response Vehicles:** The Rapid Response Vehicles objective contemplates the development and purchase of Cell on Light Trucks (COLTs) for the Authority to rapidly deploy during public safety incidents where the broadband network fails or coverage does not exist. Consultant shall assist the Authority, as needed, with the broadband engineering and consulting necessary to execute this objective pursuant to the PIP and in accordance the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work). This activity includes development of specifications, support in negotiations of contracts/contract amendments, development of standard operating procedures, training, deployment support, and other activities necessary to execute this objective.

The Work associated with this Task shall include:

- Consultant will provide services, as requested necessary to implement the Project Implementation Plan for the Rapid Response Vehicle including:
    - Detailed project planning and requirements development
    - Procurement Support, including Contract Negotiations
    - Design Reviews
    - Implementation and Deployment Reviews
    - Systems governance development
    - Standard Operating Procedures Development
    - Facilitate and manage end-user training
    - Transition RRV to operations
    - Provide operational support of the RRV, as requested in the form of monitoring, customer support, training, troubleshooting or other activity as the Authority deems appropriate
3. **Application Interoperability:** The Application Interoperability objective will allow the Authority to establish a regional application interoperability framework and the associated governance, standard operating procedures, training, and other programmatic elements to achieve application interoperability in the Los Angeles region. Consultant shall assist the Authority, as needed, with the broadband application expertise necessary to execute this objective pursuant to the PIP and in accordance with the scope, Work, Tasks, and Subtasks contemplated in this Exhibit A (Statement of Work).

The Work associated with this Task shall include:



- Consultant will provide services, as requested, necessary to implement the Project Implementation Plan for Application Interoperability including:
  - Application Interoperability Hub outreach including development of system benefits and other related materials
  - System Requirements Development
  - System Software and Hardware Architecture and Engineering including evaluation of enterprise and cloud based hosting methodologies
  - System and services acquisition support including RFP (SOW and specifications) development, vendor analysis support, contract negotiation support
  - Software development, as needed
  - Coordination, configuration, and support of integration with external systems including FirstNet and Member agency applications and networks
  - System implementation support including design reviews, acceptance testing, system configuration support, and other activities associated
  - Onboarding of users, agencies, and applications, as necessary
  - Development of mobile validation system to test and demonstrate the Application Interoperability systems
  - Development of a system lifecycle plan including initial capital budgets, operating budgets, support plan, maintenance plan, funding model, key performance indicators and other activities to determine the necessary components for sustained adoption
  - Facilitation and development, as necessary, of associated governance including assisting with decision making regarding the applications and services to develop
  - Development of documentation including interface standards, procedures, policies, and others, as needed to develop and sustain application interoperability in the region
  - Project close-out and transition of application interoperability system to full scale operations
  - Provide operational support of the infrastructure and applications, as requested in the form of monitoring, customer support, training, troubleshooting or other activity as the Authority deems appropriate

M. Task 13: Ongoing Post Transition Support

Consultant will provide the following services, as directed by the Authority, in support of LA-RICS and its Member agencies following:

- Agency onboarding support, including activities desired by the Authority in support of 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 device support, including activities desired by the Authority in support of assisting Member agencies in the selection and configuration of devices operating on the FirstNet network.
- Provide other subject matter expertise and support to the Authority relating to broadband networks and broadband applications outside the scope of BTOP funded PSBN Round 2 activities at the discretion of the Authority including, but not limited to, regulatory support, attendance at meetings on the Authority's behalf, and others as appropriate.

### **III. DELIVERABLES**

The following deliverables represent the expected scope of work under this contract and the expected schedule for the work product. However, the Authority and Televate will have the ability to adjust these deliverables and schedules based on actual need and after developing an integrated plan with the chosen LTE vendor at the direction of the Authority. The deliverable schedule includes three categories of work: 1) on demand notice that Televate assistance is required to work off site or in Los Angeles for short durations; 2) prior, pre-scheduled notification, where Televate is required to work off site or in Los Angeles for short/long periods of time; 3) prior pre-schedule notification where Televate is required to work on-site for longer periods of time.

#### Task 1: Request for Proposals Subject Matter Expert Support

1. Development of Request for Proposal:
  - a. Schedule: Start immediately and continue support throughout the issuance of the RFP.
  - b. Deliverables: Analysis and comment on draft RFP.

#### Task 2: Proposal Evaluation and Contract Negotiations Support

2. Review Vendor Proposals:
  - a. Schedule: Start immediately receipt of vendor proposals and continue support throughout the vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Various vendor technical and pricing proposal and contract document analysis, assessment, and opinion reports and presentations. Participation in internal strategy meetings and with vendors as appropriate.
3. Review LA-RICS win themes:
  - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.

4. Develop LA-RICS negotiations strategy:
  - a. Schedule: Start immediately upon Televate contract execution and continue support throughout the LA-RICS vendor evaluation, contract negotiations and final award.
  - b. Deliverables: Collaborate with LA-SafetyNet project team members and provide written and verbal communications, reports and presentation as required.
5. Develop detailed price analysis
  - a. Schedule: Within two weeks of receipt of proposed pricing.
  - b. Deliverable: Price analysis of items with comparisons against off-the-shelf and alternative LA-SafetyNet bidder comparable equipment.
6. Developed detailed analysis and recommendations regarding:
  - a. Operation and Maintenance ("O&M") Strategy: Review vendor operational proposal details and associated pricing and conduct industry research as warranted to validate vendor proposal. Propose alternative O&M structure options for select or comprehensive aspects of the network for the LA-SafetyNet based on LA-RICS requirements.
    1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
  - b. Project Plan Review: Study and analyze the LA-SafetyNet vendor's project plan and assess validity of the plan and provide recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.
    1. Schedule: Timeline for completing this effort based on the maximum allowable time to complete to support LA-RICS contract negotiations requirements.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
  - c. Vendor Acceptance Plan Review: Study and analyze the LA-SafetyNet vendor's acceptance plan and assess the validity of the plan(s) and provide recommendations where appropriate to highlight issues and/or opportunities to optimize the plan.
    1. Schedule: As needed and directed by the Authority.
    2. Deliverable: Develop a position paper/presentation based on our findings and recommendations and be available in person or via conference bridge to convey information and be responsive to the Authority's inquiries for information.
7. Risk Register:
  - a. Schedule: monthly (day of month to occur with monthly project review timetable)

- b. Deliverable: A risk register depicting major project risks, their potential impact, and the plan to mitigate those risks.
- 8. Other (Proposed): Design Review Package Requirements:
  - a. Schedule: The schedule can be accelerated if the vendor provides detailed requirements and sample packages for review.
  - b. Deliverable: A set of requirements for each agreed upon set of design packages

Task 3: Design Reviews: Telecate presumes that Design Review will occur over several waves. The following would be the schedule for those waves, however, it would be a function of the vendor work plan.

- 1. Wave 1: High Level Network Design:
  - 1. Schedule: Anticipate completion of the reviews within three weeks of receipt of the design package.
  - 2. Deliverable/Scope: It is anticipated that this package would include the initial design that demonstrates meeting the contract requirements (including matching asset use). The initial design package would include sufficient information for the Authority to "approve" of a constellation of sites in the overall design. The initial design package would include a backhaul capacity plan, RF coverage plan, proposed site locations and configuration. It is preferable to receive these packages in zones (beginning with LA City). The deliverable would be a detailed analysis of the high level design for each zone. Meetings with LA-RICS Authority staff will be conducted to determine the appropriate response to the vendor and assist in preparing the response by the following week.
- 2. Wave 2: Site Packages:
  - 1. Schedule: The complete review of each cluster will be completed within two weeks with the same deliverables as in Wave 1 and the same proposed process.
  - 2. Deliverable/Scope: It is anticipated that site packages will come in clusters of sites. The preference would be that these design packages include all required detailed information to fully evaluate the site and the design requirements. It is preferable to review these site packages in clusters of 10 or more sites. The final deliverable for each site package will be recommendations regarding the proposed design (approve, reject, and issues or cause for rejection with the package)
- 3. Wave 3: Evolved Packet Core ("EPC"), IP and Application Integration Design:
  - 1. Schedule: This wave can be conducted in parallel with Wave 2. The review of the proposed design is expected to take three to four weeks with a deliverable and timetable schedule otherwise equivalent to Wave 1.
  - 2. Deliverable/Scope: This work will include a full analysis of the LTE packet core design and system configuration. It will also include an analysis of the IP design and configuration (routing, MPLS, addressing) as well as the security plan from the vendor and the proposed plan to integrate required applications. This would also include a design review (with regional IT staff) of any desired integration with existing applications.

Task 4: Implementation and Deployment Reviews

- 1. Design Plan Reviews: See task 2 above.

2. Project Plan Reviews:
  1. Schedule: On demand as directed by Authority. Duration depends on the scope of the plan.
  2. Deliverables: Recommendations, changes, and other input regarding project plans.
3. Change Order Management:
  1. Schedule: On demand and as directed by Authority. Duration depends on the scope of the change order.
  2. Deliverables: Recommendations, suggested changes, negotiation strategy, and other input regarding proposed change orders.
4. Quality Assurance (QA) Reviews: The quality assurance reviews are expected to include a review of the vendor's quality assurance plan, project processes, and the vendor's final product. Consultant's review will note deficiencies in the plans, processes, or work products as appropriate. The timing and scope of these deliverables will vary depending on the scope of the vendor's quality assurance deliverables.
5. Vendor Specification Reviews: The Consultant will review vendor work product to ensure it meets contractual requirements, including 3GPP compliance. The deliverables include a comprehensive requirements analysis against the completed solution. The timing of these deliverables will be determined as the deliverables are turned over to the Authority as completed.
6. Acceptance Testing Review: Acceptance testing review will include review of the vendor's acceptance testing plans, witnessing acceptance tests, and review of the results of the acceptance tests. In these cases, Consultant will provide analysis of plans, tests, and results in the form of reports. In addition, the Consultant, as directed by Authority, will design, conduct, and develop reports for other acceptance tests covering other elements of the project (i.e., where the primary vendor does not have the obligation to provide such tests). The deliverables and timing of these activities will be a function of the scope and timing of the vendor's deliverables as well as the additional systems assigned to Consultant to manage testing activities.
7. Integration and Cutover Plan Review: Consultant will review and provide analysis and recommendations regarding the vendor's, the Authority's, and other third party integration and cutover plans. The deliverables for this work will include an analysis of the plans as well recommendations to minimize risks and potential downtime, if applicable.

#### Task 5: Regulatory and Standards Support

1. Televate shall participate on NPSTC and PSCR working groups representing the Authority.
  - a. Schedule: As needed and depending on NPSTC and PSCR meeting and activity schedules.
  - b. Deliverables: Reports to Authority and management on issues affecting LA-SafetyNet and proposed positioning. Attendance on calls and meetings to represent the Authority's position.
2. Televate shall assist Authority and staff in drafting letters, comments and/or reply to comments to orders, notices and other relevant documents published by the FCC or other agency in regards to the 700 MHz Band.

- a. Schedule: On demand and as directed by the Authority.
  - b. Deliverables: Reports, comments, letters and other relevant documents as necessary.
3. Teleate proposes to assist and support the Authority with ERIC duties. Deliverables and schedule shall be determined when the Authority requests such services.

#### Task 6: Subject Matter Expert Support

The following subject matter expert deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop documents, presentations, designs, plans, and other materials as directed by the Authority. Attend conference calls and meetings to represent the Authority's position. Provide other deliverables as required by the Authority.

#### Task 7: Operations Support

The following operations deliverables shall be provided by the Consultant to the Authority:

- Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- Deliverables: Develop operational plans, presentations, policies, procedures, and other materials to support Operations of the PSBN as directed by the Authority. Provide recommendations, designs, and other related deliverables for troubleshooting issues in the PSBN. Participate on calls and meetings as needed. Provide other deliverables as required by the Authority. Oversee and/or perform necessary testing for the PSBN. Report test results to the Authority and any other necessary parties.

#### Task 8: Site Acquisition Support

The following site acquisition support deliverables shall be provided by the Consultant to the Authority:

- Provide monthly and/or bi-monthly status reports to the Authority to demonstrate progress and meet with the Authority as needed.
- Provide successfully executed agreements, including but not limited to, LTE Site Access Agreements, for sites specified by the Authority, to the extent feasible, and in accordance with an Authority-approved LTE schedule, which may be updated from time to time.
- Upon successful execution of each agreement, including but not limited to, LTE Site Access Agreements, provide the Authority with the original executed agreement, the final electronic version of the agreement, and all correspondence and documentation related to the execution of the agreement for the Authority's records.

#### Task 9: Agency Onboarding Support



The following agency onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on the Authority and Member Agency meeting and activity schedules.
- b. Deliverables: Develop presentations, plans, reports, designs, and other materials as directed by the Authority regarding onboarding of enduser agencies. Participate on calls and meetings to represent the Authority's position and facilitate the onboarding process. Review agency and vendor designs and plans and provide recommendations as required. Provide other deliverables as required by the Authority.

#### Task 10: Device Onboarding Support

The following device onboarding deliverables shall be delivered by the Consultant to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide recommendations, plans, requirements, and other documents as required by the Authority. Participate on calls and meetings to represent the Authority's position and to advance the Authority's plans. Participate and lead device testing activities, provide reviews of vendor provided documents, and other device support deliverables. Provide other deliverables as required by the Authority.

#### Task 11: Project Reconciliation Support

The Consultant shall provide the following deliverables to the Authority:

- a. Schedule: As needed and depending on meeting and activity schedules.
- b. Deliverables: Provide reports, designs, plans, presentations, recommendations, and other deliverables, as directed, to Authority and management on issues affecting project closing. Attendance on calls and meetings to represent the Authority's position. Provide reviews of vendor proposals, plans, and designs as needed and directed. Provide other deliverables as required by the Authority.

#### Task 12: PSBN Project Implementation Plan Work

Pursuant to Task 12 (PSBN Project Implementation Work), Consultant shall provide software, system configuration and changes, troubleshooting (and other related operational support activities), recommendations, plans, requirements, reports, presentations, designs, activity schedules, participate on calls, attend meetings, review vendor provided documentation related to the PIP objectives, and any other Deliverables as may be required by the Authority within Consultants scope contemplated in this Exhibit A (Statement of Work) to accomplish the PIP objectives.

**Task 13: Ongoing Post Transition Support**

Pursuant to Task 13 (Ongoing Post Transition Support), Consultant shall provide system configuration/installation, troubleshooting (and other related operational support activities), recommendations, plans, requirements, reports, presentations, designs, activity schedules, participate on calls, attend meetings, review vendor provided documentation related to the support of the Authority's ongoing broadband role, and any other Deliverables as may be required by the Authority within Consultants scope contemplated in this Exhibit A (Statement of Work) to accomplish the Authority's objectives.



## 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

May 17, 2018

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

Dear Directors:

**APPROVE SITE ACCESS AGREEMENT WITH WEST COVINA COMMUNITY  
DEVELOPMENT COMMISSION, A PUBLIC BODY, MUNICIPAL AND POLITIC  
("CDC") AND THE CITY OF WEST COVINA, MUNICIPAL CORPORATION  
("CITY"), (COLLECTIVELY "OWNER", OR "THE CITY OF WEST COVINA")  
FOR A LAND MOBILE RADIO SYSTEM SITE**

**SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form the enclosed Site Access Agreement (SAA) with West Covina Community Development Commission and the City of West Covina (The Owner) for a site for use in the Land Mobile Radio (LMR) System.

**RECOMMENDED ACTION:**

It is recommended that your Board:

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

**AGENDA ITEM K**



2. Authorize the Executive Director to finalize and execute, substantially similar in form to the enclosed, one SAA with the City of West Covina (The Owner).

## **BACKGROUND**

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of the specific sites by the LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with the West Covina Community Development Commission, a Public Body, Municipal and Politic ("CDC") and the City of West Covina, Municipal Corporation ("City"), collectively (The Owner) has resulted in the attached SAA for one site for use in the LMR, (Enclosure 2).

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

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

A brief summary of similar relevant provisions with the City of West Covina follows below:

Site Owner	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
West Covina Community Development Commission, a Public Body, Municipal and Politic ("CDC") and the City of West Covina, Municipal Corporation ("City")	1	10 Years with two 5 year extension options	Gratis	Wireless Telecommunications Permit	Requires review from West Covina Planning Dept.

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

Construction of the LMR System Site would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. The addition of new LMR infrastructure at this site will provide public safety agencies the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority and member agencies could use the

system for testing, running coverage maps, broadcasting, and as appropriate, in their day-to-day operations.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact.

### **ENVIRONMENTAL DOCUMENTATION**

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

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

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

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosure

c: Counsel to the Authority

## LMR SITE ACCESS AGREEMENT

**THIS LMR SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

**BY AND BETWEEN**

**West Covina Community Development Commission**, a public body, municipal and politic ("CDC") and **the City of West Covina**, a municipal Corporation ("City"), collectively (the "**Owner**")

**AND**

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

### **RECITALS**

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

**WHEREAS**, on or about March 24 2011, the City loaned the West Covina Community Development Commission ("**CDC**") \$5.6 million, and in exchange, the CDC granted the City a "Deed of Trust With Assignments of Rents to the City of West Covina" (Los Angeles County Assessor's document #20110483787), the ("**Deed of Trust**");

**WHEREAS**, the City, as Trustee and Beneficiary, pursuant to the Deed of Trust, has consented to CDC entering into this Agreement;

**WHEREAS**, CDC owns certain real property described on Exhibit A attached hereto ("**Real Property**", or "**Property**");

**WHEREAS**, CDC and City (collectively, the "**Owner**") desire to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Land Mobile Radio ("LMR") communication site;

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("**LMR Vendor**") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained LMR Vendor to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and



**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

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

1. LMR SITE

- a. License. Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of the portion of the Real Property depicted on Exhibit A (the “LMR Site”). This license includes the right to all the necessary space and easements for access and utilities to install and operate an unmanned LMR communication facility at the LMR Site.
- b. Inspection. The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Site and the surrounding area. The LA-RICS AUTHORITY accepts the LMR Site in its as-is condition. Owner makes no warranty, express or implied, as to (i) the suitability of the LMR Site or the Real Property for the LA-RICS AUTHORITY's use; (ii) the LMR Site's physical condition; (iii) the condition and stability of the soils; (iv) groundwater on or under any of the Real Property; or (v) the presence (or non-presence) of pollutants or contaminants.
- c. Repairs. LA-RICS AUTHORITY and/or the LMR Vendor may make or construct or cause to be made or constructed, additions, alterations, repairs, replacements or other changes to the LMR Site at the LA-RICS AUTHORITY's sole expense in accordance with all of the terms and conditions of this Agreement.
- d. No Liens. LA-RICS AUTHORITY shall not suffer or permit to be enforced against the Real Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from or in any way relating to the work performed by LA-RICS AUTHORITY or its agents or representatives pursuant to this Agreement. In addition to all its other obligations, LA-RICS AUTHORITY agrees to indemnify, defend and hold harmless the City Indemnitees (as described below), and the Property, free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if LA-RICS AUTHORITY in good faith contests the validity of any such lien, claim or demand, then LA-RICS AUTHORITY shall, at its expense, defend itself and the Indemnitees against the same and shall

pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against City or the Property.

- e. Equipment Ownership. Ownership of all improvements constructed by the LA-RICS AUTHORITY upon the LMR Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## 2. PURPOSE AND USE

- a. Purpose. The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. Nothing in this Agreement shall be interpreted in a manner to allow use of the Property for any purpose other than for LA-RICS purposes (e.g. public safety telecommunications purposes). For example, nothing in this Agreement authorizes LA-RICS to allow any commercial provider to sublease all or a portion of the Property from LA-RICS.
- b. Authorized Installations. The LA-RICS AUTHORITY (and its member agencies operating on LA-RICS business, the LMR Vendor and agents authorized by LA-RICS for LA-RICS public safety telecommunications purposes) shall have the following rights:
  - i. Installation and Maintenance. They shall have the right to construct, install, repair, remove, replace, maintain, and operate (A) the LA-RICS AUTHORITY's LMR communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**"), and (B) materials which are reasonably necessary or desirable to operate the LMR system.
  - ii. Access. LA-RICS AUTHORITY shall be allowed ingress and egress to and from the LMR Site over the Real Property 24 hours per day, 7 days per week without notice. The LMR Site shall be used only as authorized by this Section (the "**Permitted Activities**").
- c. Guarantee of Compliance. The LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without

limitation usage by the LMR Vendor, complies with all terms and conditions of this Agreement.

- d. No Limit on Owner's Property Rights. This agreement shall be interpreted to preserve the Owner's property rights to the maximum extent not in conflict with the express terms of this Agreement.

### 3. APPROVALS/DESIGN REVIEW

- a. Owner Approval of Plans. The LA-RICS AUTHORITY shall furnish and submit to Owner copies of the project plans and specifications (along with any other information reasonably requested by Owner) for the LMR Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to address such concerns and obtain Owner approval prior to implementing said plans.
- b. Plan Review. Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Owner agrees that it will endeavor to approve or deny approval of all plans and specifications within 10 business days of receipt of said plans. LA-RICS agrees that it may not build on the Property unless the final site plan is approved by the City.
- c. Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY.
- d. Notice of Commencement and Construction. LA-RICS AUTHORITY shall not begin construction on the Property unless (1) Owner has notified LA-RICS AUTHORITY that it approves the site plans; (2) LA-RICS AUTHORITY provided Owner with notice of when work would begin, and an estimated time of completion for the LMR Site; and (3) the City affirmatively indicated that construction may begin.
- e. Compliance with Municipal Code. LA-RICS AUTHORITY shall comply with all requirements of the West Covina Municipal Code, including those regulating noise, nuisance, and hours of construction.
- f. Building and Zoning Standards. LA-RICS AUTHORITY shall comply with all processing and building standards that apply to a private party, such as the Building Standards Code requirements, and the requirements of the West Covina Municipal Code.

- g. Environmental Investigations. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LMR Site. This includes any tests needed to proceed with (i) design; (ii) construction, (iii) compliance with the California Environmental Quality Act and/or the National Environmental Policy Act; and (iv) to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner intends to expeditiously review of any project plans and specifications.

#### 4. TERM

- a. Initial 10 Year Term. The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall run ten years, unless terminated earlier upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner as otherwise provided herein.
- b. One year Milestone: Building Permit. If at least one year has passed since the Commencement Date, and LA-RICS AUTHORITY has not received a building permit from the City (or any reason or no reason), the City Manager may terminate this Agreement immediately upon issuing notice of said termination to LA-RICS AUTHORITY. Upon such event, LA-RICS shall not be entitled to any compensation based upon said termination.
- c. Two Year Milestone: Construction Completed. If at least two years have passed since the Commencement Date, and the construction of the LMR Facility is not complete (although there is no duty to complete installation and activation of permanent power within that timeframe), the City Manager may terminate the Agreement immediately upon issuing notice of said termination to LA-RICS Authority. Upon such event, LA-RICS shall not be entitled to any compensation based upon said termination.
- d. January 1, 2021 Milestone: Fully Operational. If the LMR Facility has not been placed into full operations by January 1, 2021, the City Manager may terminate the Agreement immediately upon issuing notice of said termination to LA-RICS Authority. Upon such an event, LA-RICS AUTHORITY shall not be entitled to any compensation based upon said termination.
- e. Two 5 Year Extension Terms. If at least nine years has passed since the Commencement date, the City Manager and LA-RICS AUTHORITY may agree in writing to extend the term of the agreement for two additional terms of up to five years.

- f. Termination by Default. Nothing in this section prevents premature termination of this agreement pursuant to Section 26 of this Agreement, which section is entitled, "Default".
- g. Cross Reference. For information on the effect of termination, see section 21 of this Agreement.

## 5. CONSIDERATION

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

## 6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

- a. No Modification Without City Approval. After LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site, LA-RICS AUTHORITY shall not install or modify the tower, or equipment attached thereto (including power outputs or changes in the uses of frequencies described in **Exhibit B** (Equipment List)), on the LMR Site unless the City approved of the installation or alteration in writing (this requirement does not apply to "like-kind" replacements). Notwithstanding the foregoing, upon written notification to Owner, LA-RICS AUTHORITY may modify its shelter and the equipment contained therein subject to Sections 7 and 15.
- b. City Inspection. Owner shall have the right, but not the obligation, to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany Owner during any such inspection of or access to a LMR Site.
- c. Installation of Equipment. The LA-RICS AUTHORITY shall not begin installation of equipment or alteration of a LMR Site, or any portion thereof, until the City has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof.
- d. Notice of Design Errors. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall promptly notify Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

## 7. INSTALLATION

- a. LA-RICS costs. LA-RICS AUTHORITY shall install the LA-RICS Facility at its sole expense and risk.
- b. Non-Interference. Such installation shall not cause radio frequency interference with Owner's current or future equipment or operations. To the extent that such installation causes more than immaterial radio frequency interference with the equipment or operations of parties other than Owner, LA-RICS Authority shall promptly prevent such radio frequency interference. Additionally, all operations must comply with all requirements of the Federal Communications Commission ("FCC"). Furthermore, LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.
- c. Owner's Use of Property. Owner may use any unused portion of the Real Property (including the LMR Site) for its own purposes (or those of a third party) for any purpose that does not create interference with LA-RICS AUTHORITY's operations in a manner inconsistent with accepted industry practice. Any installed telecommunications facilities must comply with all requirements of the FCC.
- d. Property "As Is". LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement.
- e. Financing. LA-RICS AUTHORITY may finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY's sole cost and expense.
- f. Maintenance of Facilities. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, maintain the installed facilities.
- g. As-Built Drawings. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Built"). Such As-Built shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding



rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as Exhibit D (As-Built Plans). If LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

## 8. ALTERATIONS

- a. Repairs allowed without permission. LA-RICS AUTHORITY may install, maintain, replace, operate and repair the LMR Site or Real Property in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein. LA-RICS AUTHORITY may (a) repair and replace with "like-kind" infrastructure, shelters, equipment, and/or related improvements; and (b) make revisions that are required as a result of FCC rules or regulations without providing notice to the Owner. If, however, the Municipal Code would require a permit, then LA-RICS AUTHORITY must first obtain said permit at its sole cost prior to beginning such work.
- b. Alterations require Permission. If LA-RICS AUTHORITY proposes to alter the facility (except as allowed in subsection 8 of this section), LA-RICS AUTHORITY shall not do so without prior written approval of Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans approved by Owner. Owner agrees that it will endeavor to approve or deny approval of proposed alterations within thirty (30) calendar days of receipt of written notice from LA-RICS AUTHORITY. If the Municipal Code would require a building permit, then LA-RICS AUTHORITY must first obtain said permit at its sole cost prior to beginning such work.

## 9. MAINTENANCE

- a. Duty to Maintain Facilities. Owner shall maintain the Real Property's landscaping. LA-RICS AUTHORITY shall keep the LMR Site neat and clean and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from

Owner, Owner may perform the work and LA-RICS AUTHORITY shall promptly pay the cost thereof upon written demand by Owner.

- b. Duty to Repair. LA-RICS AUTHORITY shall timely repair all damage to the LMR Site or the Real Property caused by LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation, the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make any such repairs after thirty (30) days written notice from Owner, Owner may have the repairs made and LA-RICS AUTHORITY shall pay such costs. Notwithstanding the foregoing, Owner may not make repairs to the LA-RICS AUTHORITY's shelter and the equipment contained therein.

## 10. CONSTRUCTION STANDARDS

- a. Well Maintained Facility. LA-RICS AUTHORITY shall install and maintain the LA-RICS AUTHORITY's equipment (including without limitation the LA-RICS Facility) in a neat and workmanlike manner. LA-RICS AUTHORITY shall ensure that at all times the installation and maintenance of its equipment complies with all applicable laws and regulations. Among other things, the facility must be built and maintained in compliance with the West Covina Building Code. In no event shall the County, or any other agency associated with LA-RICS AUTHORITY, be entitled to claim to be exempt from West Covina requirements, including those of the Building Code, as amended by West Covina.
- b. Removal of Debris. LA-RICS AUTHORITY shall cause the removal of any debris on the Property to the extent resulting from maintenance, operation or construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). If LA-RICS AUTHORITY fails to remove such debris from the LMR Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal, which shall be promptly paid.

## 11. OTHER OPERATIONAL RESPONSIBILITIES

As applicable, LA-RICS AUTHORITY and its LMR Vendor agree to:

- a. Comply with Rules. Comply with and abide by all applicable rules, regulations and directions of Owner.
- b. FCC License. At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect

all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

- c. Act Professionally. Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any of its own agent(s), invitee(s) or employee(s) who violate this Agreement.
- d. Liability. Assume all risk of loss associated with its use of the Property. Such risk includes, but is not limited to, risk of damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, except to the extent such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.
- e. Compatibility. LA-RICS AUTHORITY also affirms that (i) the LMR Facility and the LA RICS network overall will work with the ICI system; (ii) all costs for such compatibility have been allocated and (iii) LA-RICS AUTHORITY shall cause the LA-RICS side of the interconnection to be connected to the ICI System. City users will have mutual aid use of the LA-RICS Facility and LA RICS Network purposes should their primary cell/network become unavailable. Fallback is not triggered due to operations occurring outside the home agencies normal coverage footprint. Fallback exceeding 14 days per calendar year may be subject to a Memorandum of Understanding with LA-RICS AUTHORITY.

## 12. RELOCATION

- a. Owner's Right of Relocation. Owner may require relocation of the LA-RICS Facility or any portion thereof once during the term to another location within three miles of the Site ("Alternate Site"), provided the alternate site:
  - i. is large enough to feasibly house the facilities at the current LMR Site at the Alternate Site, and
  - ii. provides similar coverage and functionality as the planned site with the goal of providing telecommunications for public safety purposes.
- b. Costs of Relocation. If the relocation occurs within the first 10 years of the Agreement, and the Agreement has not been terminated, Owner shall pay all reasonable costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction,

including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site.

- c. Notice of Relocation. Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before the date LA-RICS AUTHORITY must have removed all of its facilities and equipment from the Property pursuant to this section.
- d. Temporary Facilities. LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

### 13. ACCESS TO LMR SITE

- a. Owner Grants License to Access. Owner hereby grants to the LA-RICS AUTHORITY, the LMR Vendor, and the agents of LA-RICS AUTHORITY a nonexclusive right to use, at their sole risk, during the Term and the Extension Term (if any), the access road which serves the LMR Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge they have inspected the Real Property and accept the present condition of the Access on an "as is" basis. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost.
- b. Repair of Damage. LA-RICS AUTHORITY acknowledges and agrees that occasions may arise where Owner may request that LA-RICS AUTHORITY bear some portion of the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay fifty percent (50%) of the actual clean-up repair costs within thirty (30) days of receipt of an invoice from Owner.

### 14. EMERGENCY ACCESS BY OWNER

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

endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section. Notwithstanding any other provision of this Agreement to the contrary, Owner shall have no obligation to maintain, inspect, make any repairs or improvements to the LMR site or the Property in any way.

## 15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

- a. Compliance with FCC Requirements. In no event shall LA-RICS AUTHORITY use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or which interferes with the use of the Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.
- b. Interference With Public Safety Systems. LA RICS AUTHORITY shall ensure that no radio equipment is installed on the Property unless it will not cause measurable interference with the existing equipment of Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems.
- c. Interference with Non-Public Safety Systems. If LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY, and LA-RICS AUTHORITY shall promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved, and LA-RICS AUTHORITY shall take all reasonable steps to limit such interference to the maximum extent feasible. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property for non-public safety use may only install radio equipment that does not cause measurable interference with LA-RICS AUTHORITY's then-existing equipment.
- d. Interference During Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will

immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

- e. Compliance with Law. LA-RICS AUTHORITY will comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, and applicable rules and regulations of every other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions over the Property. LA-RICS AUTHORITY is solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards if arising from LA-RICS AUTHORITY's equipment. Where LA-RICS AUTHORITY's equipment, in combination with others, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to timely mitigate such violations.

## 16. UTILITIES

- a. LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities and related costs necessary for the operation of the LA-RICS Facility. If such installation is not feasible, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY subject to the terms of subsection b of this section ("Utilities").
- b. The Parties recognize that the LA-RICS Facility is nearby to an existing electricity generating station ("Electricity Generator") which operates on methane gas, and the methane gas may run out. The Parties recognize that the Owner's electricity lines and facilities ("Owner's Lines") are connected to the Electricity Generator. LA-RICS AUTHORITY may use Owner's Lines provided that all of the following occur: (i) LA-RICS causes all upgrades to the Owner's Lines only if necessary for LA-RICS Authority installation of the LMR Facility; (ii) in the event that Owner is charged for use of the Electricity Generator, Owner agrees to install a separate meter to record LA-RICS AUTHORITY's electricity usage, and LA-RICS AUTHORITY agrees to pay its pro-rata share of (a) its power consumption



and (b) the cost to maintain Owner's Lines; and (iv) LA-RICS AUTHORITY pays within 30 days of receipt of an invoice for its share of the electricity used. If Owner decides to extend or expand the Owner's Lines which serve the LMR Site, LA-RICS AUTHORITY shall initially pay half of the cost the City incurs in expanding the utilities. Thereafter, Owner agrees to separately meter each user of the Owner's Lines, and reimburse LA-RICS AUTHORITY for any amounts it paid in excess of its pro rata share for operations and capital expense of upgrade.

- c. LA-RICS Authority will construct a backup diesel generator of sufficient capacity to support public safety systems located on the Property. LA-RICS Authority will pay for the full costs of installing said generator and will allow Owner to use the electricity generated by the diesel generator provided that City will reimburse LA-RICS Authority for Owner's pro rata-cost of the fuel used for such electricity generation.

## 17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and Owner's agents, elected and appointed officers, employees, contractors and volunteers from and against any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, reasonable litigation costs, or any other cost arising out of or relating to LA-RICS AUTHORITY'S operations or this Agreement to the extent caused by LA-RICS AUTHORITY negligence or willful misconduct of LA-RICS AUTHORITY or its agents. This includes, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with this Agreement. This also includes without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and LA-RICS AUTHORITY's agents, elected and appointed officers, employees, contractors and volunteers from and against any and all loss, injury damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, reasonable litigation costs, or any other cost arising out of or relating to this Agreement to the extent caused by the negligence or willful misconduct of Owner and/or its agents in connection with the performance of Owner's obligations hereunder.

## 18. INSURANCE

- a. Obligation to Provide Insurance. Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense, at all times this Agreement is in effect, insurance covering its operations hereunder that meet all of the following requirements.

- i. Subcontractors. LA-RICS AUTHORITY will require its contractors and subcontractors to provide insurance as required in this Section (as applicable to each contractors' or subcontractors' scope of work). Any insurance required by this Section or by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.
- ii. Quality of Insurance. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- iii. Endorsements. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the Owner and its officers, employees, agents and volunteers as additional insureds.
- iv. No Cancellation. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on 30 days' prior written notice to Owner. LA-RICS agrees to notify Owner of such modification or cancellation ten (10) days prior to any such change.
- v. Insurance is Primary. The insurance provided by LA-RICS AUTHORITY shall be primary to any coverage available to City. Any insurance or self-insurance maintained by Owner and/or its officers, employees, agents or volunteers, shall be in excess of LA-RICS AUTHORITY's insurance and shall not contribute with it.
- vi. Subrogation. All insurance coverage provided pursuant to this Agreement shall not prohibit LA-RICS AUTHORITY, and LA-RICS AUTHORITY's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. LA-RICS AUTHORITY hereby waives all rights of subrogation against the Owner.
- vii. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of Owner, LA-RICS AUTHORITY shall either reduce or eliminate the deductibles or self-insured retentions with respect to Owner, or LA-RICS AUTHORITY shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- viii. Not a limitation. Procurement of insurance by LA-RICS AUTHORITY shall not be construed as a limitation of LA-RICS AUTHORITY's liability or as full performance of LA-RICS AUTHORITY's duties to indemnify, hold harmless and defend as required by this Agreement.

- ix. Material Breach. Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.
- x. Insurance Prior to Use. Use of the Property shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.
- xi. Certificates of Insurance. At all times during the term of this Agreement, LA-RICS AUTHORITY shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. LA-RICS AUTHORITY shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- xii. Evidence of Renewal. LA-RICS AUTHORITY shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages and are only sufficient if they are found to be acceptable by the Owner's Risk Manager. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).
- xiii. Self-Insurance. LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.
- xiv. Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under

this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence. Such reporting is in addition to reporting that LA-RICS would make to OSHA or any other applicable regulatory authority.

- i. Reports of Claims. LA-RICS AUTHORITY shall report to the Owner, in addition to the LA-RICS AUTHORITY's insurer, any and all insurance claims submitted to LA-RICS AUTHORITY's insurer in connection with the services under the Agreement.
- xv. Reports of Claims. LA-RICS AUTHORITY shall report to the Owner, in addition to the LA-RICS AUTHORITY's insurer, any and all insurance claims submitted to LA-RICS AUTHORITY's insurer in connection with the services under the Agreement.
- b. Types of Insurance. LA-RICS AUTHORITY shall provide the following types of insurance in the following amounts.
  - i. General Liability. A program of insurance written on ISO policy form CG 00 01 or its equivalent, endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than
    - General Aggregate: \$2 million
    - Products/Completed Operations Aggregate: \$2 million
    - Personal and Advertising Injury: \$1 million
    - Per occurrence: \$1 million
  - ii. Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.
  - iii. Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

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

iv. Commercial Property Insurance. Such coverage shall:

1. Minimum Requirements. Provide coverage for the existing lattice tower located on the Real Property as depicted on Exhibit A and all current and future LA-RICS AUTHORITY improvements on the LMR Site. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to no less than \$50,000.
2. Restore Property. Be written for the full replacement cost of the property covered by section 1 above, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear. Such proceeds shall be first to restore the property to a manner usable by Owner, and thereafter, to the extent such funds are available, shall be used by LA-RICS Authority to repair and restoration of the Premises to a manner usable by LA-RICS AUTHORITY. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

v. Construction Insurance. LA-RICS AUTHORITY and each of LA-RICS AUTHORITY's construction contractors shall provide insurance that meets the requirements of this section:

1. Builder's Risk Course of Construction Insurance. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written

on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

2. General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, with limits of not less than:

General Aggregate: \$50 million

Products/Completed Operations Aggregate: \$50 million

Personal and Advertising Injury: \$25 million

Each Occurrence: \$25 million

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

3. Automobile Liability. such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
4. Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
5. Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy



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

## 19. TAXES

- a. Property Taxation. The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.
- b. LA-RICS to Pay Taxes. LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner (including the City), or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.
- c. Non-Payment is Breach. LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LMR Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.
- d. Owner's Right To Pay. Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

## 20. NOTICES

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -

Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor  
Monterey Park, California 91754  
ATTN: Executive Director

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

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

City of West Covina  
RISK MANAGER  
1444 W. GARVEY  
WEST COVINA, CA 91790

With a copy to:

Jones & Mayer  
Attn: West Covina City Attorney  
3777 N. Harbor Blvd.  
Fullerton, CA 92835

or such other place as may hereinafter be designated in writing by Owner.

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

#### 21. UPON TERMINATION: LA-RICS FACILITY REMOVAL

- a. 90 days to remove. On or before termination of this agreement, LA-RICS AUTHORITY shall remove, or have received Owner's prior written approval to abandon in place and in fact abandoned in place), all of the LA-RICS Facility and personnel and its improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear excepted. If this Agreement is otherwise terminated or cancelled prior to the expiration date, LA-RICS AUTHORITY shall have 90 days from the first date LA-RICS is informed of the termination to meet these obligations.

- b. Owner Authority to Remove. If LA-RICS AUTHORITY does not timely meet the requirements of subsection a of this section, Owner may remove the LA-RICS Facility and all personal property and improvements, and complete all actions necessary to restore the LMR Site to its original condition at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements, plus 25% of such cost to cover the estimated overhead. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

## 22. INDEPENDENT STATUS

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

## 23. AMENDMENT

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

## 24. ASSIGNMENT

- a. Assignment Requires Consent. This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent shall be granted if LA-RICS AUTHORITY can demonstrate that the proposed assignee is competent to, and will, operate a county-wide public-safety interoperable communications system. All assignments will require an assignment agreement. Dissolution of the LA-RICS AUTHORITY constitutes an assignment.
- b. To request an assignment or transfer pursuant to this Section 0, LA-RICS AUTHORITY shall deliver to the Owner:
  - i. A written request for approval;
  - ii. The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
  - iii. Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and

- iv. Any other information requested by the OWNER.
- c. Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.
- d. In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.
- e. In the case of a sublicense, the proposed instrument shall require the sublicense to comply with and be subject to all of this Agreement.
- f. Owner may lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies). Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license, and LA-RICS Authority shall grant such approval if (a) the lease or license complies with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) includes a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative costs associated with approval of the lease or license, which in no event shall exceed \$5,000.

## 25. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof) by any party other than Owner or its related agencies, LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire 60 days thereafter and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

## 26. DEFAULT

- a. 30 days to cure. If either party provides a notice of default to the other party, the violating party shall begin curing the default within 15 days and have a total of 30 days from the date of said notice to complete the cure.
- b. 60 extra days to cure. The violating party will have an additional 60 days to cure if the cure reasonably requires more than 60 days and further provided the violating party has started to cure the default within the 15-day period and has acted with reasonable diligence pursuing such cure to timely completion.
- c. Effect of default. If the violating party fails to timely commence or cure a default within the time periods set forth in this section, the other party may immediately terminate this Agreement upon written notice to the other party. In addition, if the violating party is LA-RICS AUTHORITY, Owner may take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon, and LA-RICS Authority shall pay all reasonable costs relating to said removal, in addition to all other remedies available to Owner by law. If the violating party is Owner, LA-RICS may cure the default, and Owner shall pay all reasonable costs incurred by LA-RICS AUTHORITY in effecting such cure.

## 27. WAIVER

Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

## 28. HAZARDOUS MATERIALS

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

oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

## 29. DAMAGE OR DESTRUCTION

- a. Termination after Casualty. Either party may terminate this Agreement if either: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repairs); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. If LA-RICS AUTHORITY terminates this agreement pursuant to this provision, it shall comply with Section 0 of this Agreement, "Termination: LA-RICS Facility Removal." If Owner terminates this agreement pursuant to this provision, LA-RICS AUTHORITY shall not be entitled to compensation.
- b. Tolling During Emergency. Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.
- c. Losses to Facility. LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's property resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner.

## 30. AUTHORIZATION WARRANTY

Each person executing this Agreement affirms he or she has the authority to bind the parties.

## 31. INDEPENDENT CONTRACTOR STATUS

This Agreement does not create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-



RICS AUTHORITY bears the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law.

### 32. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. Venue is proper in the California Courts in the County of Los Angeles.

### 33. COMPLIANCE WITH APPLICABLE LAW

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

### 34. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

- a. Federal Civil Rights Laws. LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- b. Non-Discrimination with Subcontractors. LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- c. Non-Discrimination. LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- d. Discrimination is Material Breach. If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate or suspend this Agreement.
- e. Finding of Violation. While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.
- f. \$500 Liquidated Damages. If LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

### 35. NON EXCLUSIVITY

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

### 36. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

### 37. PUBLIC RECORDS ACT

Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the Owner's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. Owner shall make such documents publicly available to the extent required by California Government Code Section 6250 et seq. ("Public Records Act"). Owner shall not be in any way liable if it discloses any such

records, including those marked “trade secret”, “confidential”, or “proprietary,” if disclosure is authorized by law, or by an order issued by a court of competent jurisdiction.

Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. LA-RICS AUTHORITY shall make such documents publicly available to the extent required by the Public Records Act. LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records, including those marked “trade secret”, “confidential”, or “proprietary,” if disclosure is authorized by law, or by an order issued by a court of competent jurisdiction.

### 38. OTHER TERMS AND CONDITIONS

- a. Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless Owner grants prior approval.
- b. Habitation. The LMR Site shall not be used for human habitation.
- c. Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LMR Site.
- d. Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.
- e. Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.
- f. Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism,

provided written approval for installation thereof is first obtained from the Owner.

#### 39. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

#### 40. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

- a. LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.
- b. LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

#### 41. BANKRUPTCY

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

#### 42. SUCCESSORS AND ASSIGNS

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

#### 43. SEVERABILITY

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

#### 44. INTERPRETATION

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

#### 45. ENTIRE AGREEMENT

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

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

West Covina Community  
Development Commission, a public  
body, municipal and politic

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Deputy

West Covina Community  
Development Commission, a public  
body, municipal and politic

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY WICKHAM  
COUNTY COUNSEL

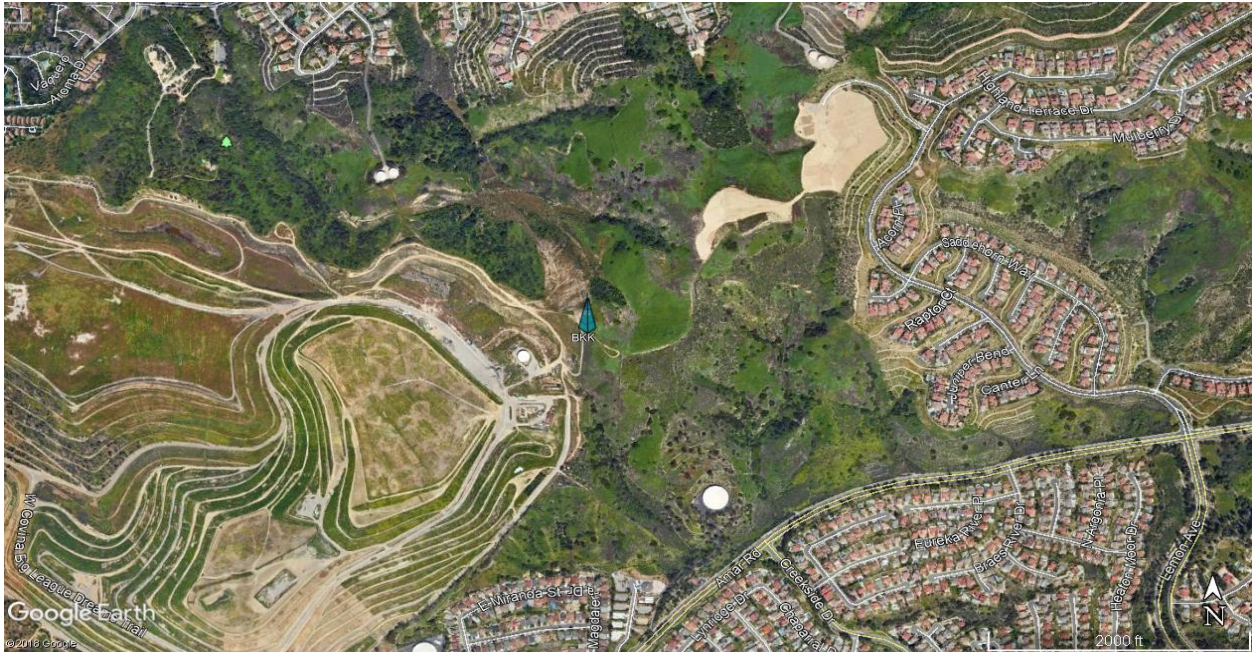
By: \_\_\_\_\_  
Deputy

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



EXHIBIT A

# SITE DESCRIPTION



**BKK Landfill Telecommunications Site  
Big League Dreams Trail  
West Covina, CA 91789**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
BKK	BKK Landfill	City of West Covina	Big League Dreams Trail	West Covina	CA	91789	1

EXHIBIT B

**EQUIPMENT LIST**

**BKK Landfill Telecommunications Site**

New LMR CMU block wall Equipment Shelter (approx. 13' x 17')

New LMR Indoor RF Racks (3), DC Rack (1), Battery Racks (1) & Future Racks (3)

New Generator

New GPS antennas (2) mounted to Shelter

New LMR Antennas (4) mounted to existing self-support tower

New LMR Microwave Dishes (2) mounted to existing self-support tower

New LMR Diesel Fuel Tank with CMU block wall enclosure

**EXHIBIT C**

**SITE PLAN**

**BKK Landfill Telecommunications Site**

See next page for Preliminary Draft Site Plan dated March 6, 2017.

DRAFT

# ENLARGED SITE PLAN KEYNOTES

- 1 (N) 13'-2" X 17'-4" LWR CMU EQUIPMENT SHELTER, SEE SHEET A-2.
- 2 (N) 15'-2" X 17'-4" LWR CMU EQUIPMENT SHELTER, SEE SHEET A-2.
- 3 (N) LWR 4800 GENERATOR, SEE SHEET A-2.
- 4 (N) LWR 200 GALLON FUEL TANK (BELOW), SEE SHEET A-2.
- 5 (N) LWR SHUTTER (TO BE INSTALLED BY SERVICE PROVIDER), SEE E-SHEET.
- 6 (N) CABLE SERVICE, SEE DETAIL 3/4-10.
- 7 (N) LWR CMU-LINK, SEE E-SHEET.
- 8 (N) LWR DISCONNECT SWITCH, SEE E-SHEET.
- 9 (E) 200'-0" HIGH SELF SUPPORT TOWER, SEE SHEET A-2.
- 10 (E) F.I.D. TAIL.
- 11 (E) GENERATOR.
- 12 (E) AC UNIT.
- 13 (E) CABLE SERVICE.
- 14 (E) TRANSFORMER.
- 15 (E) ELECTRICAL VAULT.
- 16 (E) UTILITY POLE.
- 17 (E) OTHER CARRIER ANTENNAS.
- 18 (E) 4'-0" HIGH CMU BLOCK WALL WITH CHAIN LINK FENCE.
- 19 (E) BROUGHT DOWN ROLLING ACCESS GATE.
- 20 (E) ACCESS ROAD.
- 21 (E) EQUIPMENT SHELTER.
- 22 (E) OTHER CARRIER EQUIPMENT SHELTER.

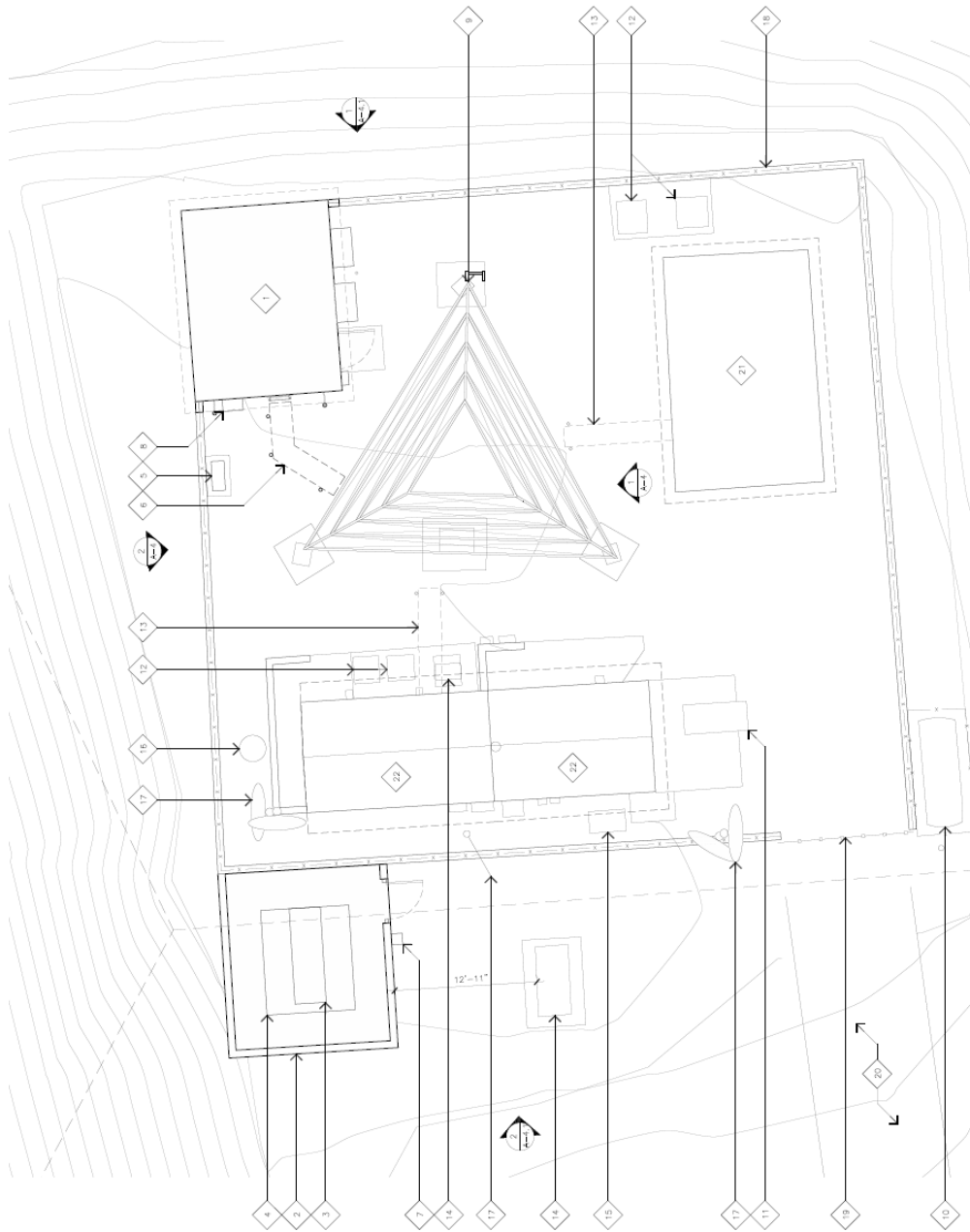


EXHIBIT D  
**AS-BUILT PLANS**

To be inserted after Execution of final document

DRAFT



**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

May 17, 2018

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

Dear Directors:

**ADOPT OPPOSE POSITION TO ASSEMBLY BILL 1912; DELEGATE AUTHORITY  
TO ISSUE LETTER OF OPPOSITION**

**SUBJECT**

Board approval is requested to have the Authority adopt an "Oppose" position to Assembly Bill 1912 (AB 1912) which is attached, and delegate authority to the Executive Director to issue a letter of opposition to AB 1912.

**RECOMMENDED ACTION**

It is recommended that your Board adopt an "Oppose" position to AB 1912 and delegate authority to the Executive Director to issue a letter substantially similar to the enclosed on behalf of the LA-RICS Joint Powers Authority (JPA) opposing enactment of AB 1912.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

AB 1912 would impose retroactive and prospective joint and several liability for all retirement related obligations to any current or former member of a JPA that contracts with a public retirement system. Including for any unfunded accrued liabilities. In addition, AB 1912 would extend the joint and several liability for retirement obligations to a community choice aggregator for any JPA it enters into that contracts with a public retirement system. Although the LA-RICS JPA does not currently have employees, we recommend taking an opposing position due to the unknown risk associated with this measure and the negative impact it would have on JPA membership, as well as any



retroactive liability that may result if the Authority were to have employees at a future date. AB 1912 also could discourage public entities from participating in JPAs given the liability exposure.

AB 1912 is currently opposed by: California Association of Joint Powers Authorities; California Contract Cities Association; California Special Districts Association, California State Association of Counties; cities of Glendora, La Canada Flintridge, County of Riverside; League of California Cities; Urban Counties of California and the County of Los Angeles.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with the recommended action.

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

The Authority's counsel has reviewed the recommended action.

### **ACTIONS**

The recommended actions will authorize the Executive Director to issue a NO POSITION on AB 1912 on behalf of the LA-RICS Authority, substantially similar in form to the enclosed draft letter.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

SENT CORRESPONDENCE BY:  
E-MAIL

May 17, 2018

Ms. Priya Mathur, President  
CalPERS Board of Administration  
400 Q Street  
Sacramento, CA 95812

Dear Ms. Mathur:

**LETTER OF OPPOSITION – ASSEMBLY BILL 1912**

I am writing on behalf of the Los Angeles Regional Interoperable Communications System Authority (LA-RICS) in **opposition** to Assembly Bill 1912 (Rodriguez). Joint Powers Authorities are formed to consolidate resources and more effectively provide services to its members and regions. LA-RICS is an interagency JPA consisting of representatives from cities, municipalities, public safety agencies and schools in the Los Angeles County region and is building two state-of-the-art communications networks solely dedicated to emergency responders in the entire Los Angeles County region. The LA-RICS mission could not be accomplished without the consolidated efforts of its JPA leaders and members.

Assembly Bill 1912 would unfortunately discourage public entities from joining JPAs because of the unknown impacts of this bill and the liability exposure that comes from joint and several liability, including from retroactive application of the bill.

**AGENDA ITEM L - ENCLOSURE**

Ms. Priya Mathur, President  
May 17, 2018  
Page 2

I urge you take an opposing position to Assembly Bill 1912 as its passage will be detrimental to JPAs in the region.

Sincerely,

SCOTT EDSON  
EXECUTIVE DIRECTOR

SOC

cc: Marcie Frost, CEO, CalPERS Board  
Theresa Taylor, Chair, Finance and Administration Committee,  
CalPERS Board  
Bill Slaton, Local Government Employer Appointee, CalPERS Board  
Counsel to the Authority

**AGENDA ITEM L - ENCLOSURE**



**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

May 17, 2018

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 STANDARD OPERATING PROCEDURES POLICY**

**SUBJECT**

Board approval is requested to approve and adopt the LA-RICS Land Mobile Radio (LMR) System Standard Operating Procedures Policy (Policy) and delegate authority to the Executive Director to develop and implement the LMR System Standard Operating Procedures (SOP) pursuant to this Policy and to also update the SOP as may be necessary with input from the Ad Hoc Committee as maybe established by the Chair of your Board.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve and adopt the enclosed LA-RICS LMR System SOP Policy (Enclosure) to ensure the Authority has a policy in place for the LMR System relating to operational guidelines, technology specifications, and technology requirements including cybersecurity.
2. Delegate authority to the Executive Director to develop and implement the LMR System SOP and update the procedures contained therein as he deems appropriate and as may be necessary with consultation from the Joint Operations and Technical Committees and with the Ad Hoc Committee as may be needed.

## **BACKGROUND**

On January 23, 2018, the Joint Operations and Technical Committees approved recommending to your Board the adoption of the LA-RICS LMR System SOP Policy as well as delegating authority to the Executive Director to implement the SOP and update the procedures as he deems appropriate and as may be necessary.

On March 1, 2018, the SOP Policy was presented to your Board for consideration, but due to the potential impact to users, the Chair established an Ad Hoc Committee to review the SOP.

On April 9, 2018, the Ad Hoc Committee, comprised of Board Members Chief Mark Fronterotta, Chief Chris Nunley, Chief Chris Donovan and Chaired by Alternate Board Member Chief Chris Bundesen, convened to review Sections 1 - 4 of the SOP and had a meaningful discussion regarding the contents of the SOP. The Ad Hoc Committee didn't take issue with the content of the SOP and determined it to be straight forward with no negative impact or encroachment on existing member agencies operational processes and protocols. As part of this meeting, the Ad Hoc Committee made a recommendation to continue to review the Sections of the SOP as they are developed and provide input for consideration and implementation. To date, the Ad Hoc Committee has received a total of five (5) Sections of the SOP for consideration.

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

The approval of the recommended actions will ensure the Authority has a policy in place that allows for the adoption and implementation of the LA-RICS LMR System's SOP, which sets forth operational guidelines, technology specifications, and technology requirements including cybersecurity.

The Policy ensures that the Authority has consistent protocols in place and formalizes the operation and usage of the LMR System by way of the SOP. The SOP will be utilized by LA-RICS 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.

## **FISCAL IMPACT/FINANCING**

The activities contemplated in these actions have no fiscal impact at this time.



**CONCLUSION**

Approval of the recommended actions will allow the Authority to establish the LA-RICS LMR System SOP Policy and allow the Executive Director to implement the SOP and make changes as may be necessary.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pl

M:\LA-RICS POLICIES\Policy No. 022-2018 (LA-RICS LMR System Standard Operating Procedures)\JPA Board Letter (05-17-2018)\LMR System SOP Policy Board Letter\_05-10-18.docx

Enclosure

c: Counsel to the Authority





# LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Land Mobile Radio (LMR) System Standard Operating Procedures (SOP) Policy		022-2018
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 for the LMR System relating to operational guidelines, technology specifications, and technology requirements including cybersecurity.

## 2.0 POLICY

The LA-RICS Land Mobile Radio (LMR) System Standard Operating Procedures (SOP) ensures consistent protocols are in place and formalizes the operation and usage of the LA-RICS LMR System. Additionally, the SOP provides National Incident Management System (NIMS) compliant procedures, which are applicable to multi-agency, multi-discipline, all-hazard responses throughout the County of Los Angeles.

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 will be provided a copy of the confidential SOP and will be expected to follow the procedures and guidelines for use of the LMR System as specified in the SOP.

## 3.0 GUIDELINES/PROCEDURES

The SOP, which shall be reviewed and updated annually, details the guidelines and procedures for use of the LA-RICS 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.

POLICY TITLE	POLICY NO.
LA-RICS Land Mobile Radio (LMR) System Standard Operating Procedures (SOP)	022-2018

#### 4.0 **DELEGATED AUTHORITY**

The Authority's Executive Director, with recommendations from any ad hoc committees of the Board or from the Authority's Joint Operations and Technical Committees and/or its ad hoc committees or workgroups, which may be established as needed, is responsible for the adoption, implementation, maintenance, review, and updating of the SOP on an annual basis, and more frequently as needed.

#### 5.0 **EXPECTATIONS**

All designated users of the LA-RICS LMR System are expected to be familiar with the SOP and follow the procedures for use of the LMR System as specified in the SOP.

#### **References:**

- January 23, 2018 – LA-RICS Joint Operations and Technical Committee Meeting (Agenda Item D)
  - Approval of recommendation to LA-RICS Joint Powers Authority Board of Directors to implement the LA-RICS LMR System Standard Operating Procedures Policy