

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, April 6, 2017 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

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

AGENDA POSTED: March 31, 2017

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

Members:

- 1. Sachi Hamai, CEO, County of Los Angeles
- 2. Daryl L. Osby, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
- 3. 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, Interim 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, Interim Captain, City of Sierra Madre Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Richard Rocchi, Interim Captain, City of Signal Hill Police Dept.

David Povero, Captain, City of Covina Police Dept.

Officers:

Scott Edson, Executive Director

John Naimo, County of Los Angeles Auditor-Controller

Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector

Priscilla 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. March 2, 2017 Regular Meeting MinutesAgenda Item A
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR (None)
- VI. REPORTS (B-C)
 - **B.** Director's Report Scott Edson
 - LTE Update
 - LMR Update

Agenda Item B

C. Project Manager's Report – Chris Odenthal

Agenda Item C

VII. DISCUSSION ITEMS (D-E)

D. Outreach Update

Agenda Item D

E. PSBN Onboarding Update

Agenda Item E



VIII. ADMINISTRATIVE MATTERS (F-H)

F. APPROVE AMENDMENT NO. 26 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

- 1. Make the following findings:
 - a. Find that (a) approval of the changes necessary to reflect the reconciliation of five (5) LMR System Sites (Burnt Peak 1 (BUR1), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), and Mount Lukens 2 (MTL2) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
 - b. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Mount Disappointment (MDI) and Portal Ridge (PRG), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
 - c. Find that the inclusion of one (1) LMR System Site (Lancaster (LAN)) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25,



the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

- Approve Amendment No. 26 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048.
 - b. Inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744.
- 3. Authorize an increase to the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641 when taking the cost increase into consideration.
- 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 26.
- 5. Delegate authority to the Executive Director to execute Amendment No. 26, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item F

G. AMENDMENT NO. 25 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

 Approve revising Appendix A-2 (Agreement Budget) to the Agreement to reflect, among other things, an increase to the LMR System budget to align the Jacobs staff to the current LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020, for a cost increase in the amount of \$17,755,447.



- Approve revising Attachment B (Rate Schedule) to the Agreement to reflect changes to certain Consultant staffing positions, in particular appointing a Deputy Program Manager and including an Implementation Project Manager position, both of which are contemplated in the increased cost described in recommended action 1.
- 3. Approve revising Attachment D (Administration to the Agreement) to reflect changes in management to both the Authority and Jacobs.
- 4. Approve an increase to the Maximum Contract Sum in the amount by \$17,755,447 from \$38,407,957 to \$56,163,404 for the changes contemplated in Amendment No. 25.
- 5. Delegate authority to the Executive Director to execute Amendment No. 25 with Jacobs, substantially similar in form to Enclosure 1, and issue one or more Notices to Proceed for this work.

Agenda Item G

H. AMENDMENT 11 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

It is recommended that your Board:

Delegate authority to the Executive Director to execute Amendment No. 11, substantially similar in form to the Enclosure, to make certain adjustments to liability provisions for Televate related to a very limited scope of work, and to the flow-down provisions to Televate's Subcontractor, Ericsson, with respect to the same very limited scope of work for LTE training and support services for the Public Safety Broadband Network (PSBN). This Amendment No. 11 also secures a license for the Authority, FirstNet, and their respective members and agents, to Ericsson's training materials.

Agenda Item H

IX. MISCELLANEOUS - NONE

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

XI. CLOSED SESSION REPORT

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



XII. ADJOURNMENT and NEXT MEETING:

Thursday, May 4, 2017, 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 <u>at least 72 hours prior to the meeting you wish to attend</u>. (323) 881-8291 or (323) 881-8295

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

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



BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

March 2, 2017
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 223 through 227
Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS Joe Ortiz, Chief of Police, City of Sierra Madre Police Dept. Mark Alexander, City Manager, CA Contract Cities Assoc. Mark Fronterotta, Chief of Police, City of Inglewood Police Dept. John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, CEO, County of Los Angeles Chris Bundesen, Vice-Chair, Asst. Fire Chief, County of Los Angeles Fire Dept. Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept. Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

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



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 9:03 a.m.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES FOR THE REGULAR MEETING

A. February 2, 2017 – Regular Meeting Minutes

Board Member Alexander motioned first, seconded by Board Member Fronterotta.

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

- IV. PUBLIC COMMENTS (None)
- V. CONSENT CALENDAR (None)
- VI. REPORTS (B-C)
 - **B.** Director's Report John Radeleff

Interim Executive Director Radeleff stated this is his last official month and has a great deal of good news; the first is a video of the installation of the Land Mobile Radio (LMR) tower at FCCF. (Video was played). Last Friday, LA-RICS provided a tour and demonstration for Steve Haro, Chief of Staff for Senator Diane Feinstein, and two of her Los Angeles Field Representatives and they were very impressed.

Interim Executive Director Radeleff stated staff attended the Super Bowl after action report with our BTOP Partners at Harris County, along with the Houston Police Department. The two day event went very well. Some of the lessons learned included training on new devices and pre-planning. The IWCE Expo will take place in Las Vegas on the 27th of March. There will be a three hour panel discussion provided by the FirstNet Early Builders and our newly appointed Executive Director Scott Edson will attend that event.



In regards to the Long Term Evolution (LTE) Interim Executive Director provided an update, and stated that a plan was submitted to National Telecommunications and Information Administration (NTIA) to augment the Phase 2 plan by \$37 million which included certain objectives that we wanted to implement such as the rapid response vehicles, upgrade to our testing and optimization center as well as interconnectivity with other agencies. Those 3 objectives have been verbally approved by NTIA and we are awaiting formal approval from National Oceanic and Atmospheric Administration (NOAA). This will be additional funds from Phase 2 that will go to the 2A Plan. The 2B Plan is the co-locations of 20 LTE sites and is pending the appointment of the Department of Commerce Secretary for final decision.

In regards to the Broadband Technology Opportunities Program (BTOP) grant, the Office of Inspector General will be visiting us for three (3) days to conduct an audit of NTIAs administration and oversight of our project. LA-RICS applied for a Public Safety Communications Research Division (PSCR) Innovative Accelerator Program Grant totaling \$1 million, which teams us with Ericsson and Texas A&M University, basically, this grant will helps us accelerate the adoption of technology for public safety applications.

In regards to LMR, Interim Executive Director Radeleff stated LA-RICS has four (4) sites completed between our last meeting and this meeting. During this term, we have completed full spend of Urban Areas Security Initiative (UASI) 11 and a successful spend of UASI 12, which consisted of the buildout of four (4) sites and the purchase of some equipment. We are beginning to proceed with UASI 14 sites and Project Manager Chris Odenthal will provide an update. There will be three (3) additional sites completed by the beginning of May that are a part of the USAI 14 spend plan. UASI 13 consists of seven (7) sites, but we have until 2018 for those sites to be deployed. In regards to the Core 2 Relocation, Project Manager Chris Odenthal will provide an update as well.

In regards to the 90 day Assessment, Interim Executive Director Radeleff stated provided an overview on status. As you may recall, an organizational restructure to simplify reporting was needed because there was a large span of control. A new permanent Executive Director has been selected. Funding issues which were always a struggle are now resolved with the USAI Approval Authority committing to fully fund deployment of the LMR System. Another issue was the limitation of spending from year-to-year; we had to spend one year prior to moving on to the next grant years' award. After working with the Los Angeles Mayor's Office, we can now spend grant funds for multiple years in parallel which make it easier for project scheduling. In regards to the funding plan and cost allocation issues, the County has to make certain decisions prior to fully understanding costs owed and operating costs moving forward. We have a draft subscription model that Director Gialamas as well as others from the Board are working with the County on to get some direction on pending issues. Accountability and changes to the Project Management have



been made. Relationships and outreach resulted in substantial changes such as a new face for LA-RICS. The newsletter, video, factsheet, and the website all have been revamped.

Interim Executive Director Radeleff stated hopefully by the next Board meeting the website will be up and running. LA-RICS is doing a great deal of product demonstrations as well as utilizing the system. A relationship with I-C-I System, Interagency Communication Interoperability System and its Interim Executive Director has been established and regular meetings with Ray Edey occur. ICIS and LA-RICS improved their relationship related to interoperable communications.

Board Member Alexander asked has there been discussion on use of each other's equipment or access. Interim Executive Director Radeleff stated yes, LA-RICS has an ISSI contemplated in the contract that connects the systems. By the end of the year or about 2018, Ray Edey from ICIS will have the budget and be able to purchase the ISSI required to connect with us, so we will have the interoperability between both systems. Applications development is one of the main focuses and we want to deploy as much as possible. We want to provide applications that enhance situational awareness to provide a common operational picture for every single public safety entity. Director Gialamas acknowledged and thanked Interim Executive Director for his leadership as well as staff and acknowledged that he has accomplished many changes and resolved many issues under his direction.

Interim Executive Director stated last month Alternate Member Geiger suggested providing an Executive Summary in the Agenda packet and stated that Item B is this month's draft Executive Summary for your review and feedback. Board Member Alexander recommended a shorter version of the Executive Summary and asked that an email be sent out more frequently to the Board and Alternate Members to allow for updates when changes occur. Director Gialamas recommended adding the "effective date" to the Executive Summary, so that the Board is aware of the latest update. Interim Executive Director stated Chief Scott Edson will inform the Board on any future activities.

C. Project Manager's Report – Chris Odenthal

Project Manager Chris Odenthal stated that in regards to LTE, in your agenda packet you have an Amendment request for a one month extension on the warranty; we are currently working through the closeout of the network and monitoring of LA-RICS. When you attend your dispatch facility and you watch the panel of how the network is performing, that is the network that we are talking about, from a warranty perspective that is what we are focusing on. Motorola and the Authority are working on gaining access to data, which allows us to monitor the network as well as to see how we are going to operate our service level agreement in response time to outages' when notified. We have two (2) months to do this and that is the reason for a one (1) month extension at no cost with Motorola and Contract Manager Jeanette



Arismendez will present the Amendment. From an LTE prospective, we still have Southern California Edison (SCE) Cell-on-Wheels (COW), electrical and fiber connection is all done. We have one more site to finalize and then were done.

Project Manager Chris Odenthal stated at the end of the Executive Summary you will see a chart that shows how we are bringing users on and the progress and the update is listed there as well. Interim Executive Director John Radeleff briefed the Board on LTE 2. We are waiting for the new Administration to appoint and confirm leadership at NTIA. Until then, the Authority isn't expending any effort to secure LTE 2 funding. We will continue to pursue our goals but are not expecting a decision until there is someone appointed.

Project Manager Chris Odenthal presented a slideshow of the four (4) sites that we built in the last six (6) to eight (8) weeks. (Power Point Presentation provided)

Project Manager Chris Odenthal also presented images of the tower going up and being constructed at FCCF. Chief Neese was on site during the 10-day activity and prior to the tallest section being installed all of the dispatchers at Los Angeles County Fire Command and Control signed their name to the tower. It took nine (9) years to build that tower; it's a huge deal for all of those whom have been involved in the project for that long. Bald Mountain (BMT) and Hauser Peak (HPK) had wind, rain, and snow over the six (6) weeks of construction. LA-RICS, Jacobs and Motorola Employees spent a significant amount of time to ensure we met our UASI 12 deadline Project Manager Chris Odenthal stated our deadline is in May for USAI 14 and March for UASI 12.

Project Manager Chris Odenthal stated BMT, HPK, FCCF, and PHN we constructed already and we are adding Compton Court, Airport Court House, Criminal Court Building, and LDWP 243. Seven (7) sites will be deployed in the next group followed by another four (4) sites to round out the UASI 12 through 16 spend. Currently, those sites are scheduled for turn-up with power to be complete in December, right around the time UASI 17 will arrive. The drawing process is continuing to advance and we expect to have a back log of drawings for sites that we will have permits to construct. We will not be able to move forward with those sites until the UASI money is allocated for those sites. As permits become available, we will execute to construction and we will start the back log in June but it will be based on the deliveries. Board Member Alexander asked if Cerro Negro (CRN) is part of the back log. Project Manager Chris Odenthal stated yes and we just received a 50% drawing and the next step is geotechnical investigation.

Project Manager Chris Odenthal stated that in regards to Core 2 Relocation; we are relocating the LMR Core to Los Angeles County Sheriff's Station Palmdale (LASDPLM). LA-RICS has moved the installation type, initially we were going to install heating, ventilation and air conditioning (HVAC) on the roof but that will cause



us to reinforce the roof internally and externally. Placing the air conditioning on the outside is a cost savings; this is the reason why LASDPLM is not in your true-up documentation. For the next meeting we plan to provide ten (10) to 15 sites, which will lead to LMR cost structure.

Director Gialamas acknowledged Project Manager Chris Odenthal accomplishments of work completed. Project Manager Chris Odenthal acknowledged John Radeleff for his leadership as Interim Executive Director for LA-RICS and stated that he started a year ago and there has been a substantial change in the organization and thanked the Board for recognizing the huge difference that Interim Executive Director John Radeleff has made.

Interim Executive Director stated he wants to add one thing to his 90-day Assessment Report and it is the need for additional Fire staff; we have a new Captain Tom Richards. We just found out yesterday that Chief Neese will be transferring to Palos Verdes at the end of the month. Chief Neese has been carrying the weight of Fire and Emergency Medical Services (EMS) issues by himself. Interim Executive Director acknowledged Chief Neese. Interim Executive Director also acknowledged Sergeant Al Ortega for his accomplishments and dedication to LA-RICS, as he will be retiring at the end of the month. Interim Executive Director Radeleff read a commendation from the Board and presented him with a plaque from LA-RICS and congratulated Sergeant Ortega. Sergeant Ortega thanked the Board and LA-RICS for the acknowledgement of his accomplishments on behalf of public safety.

Board Member Alexander recommended scheduling a tour for Board members to view the important construction sites and equipment that we use. Interim Executive Director Radeleff suggested that when tour is scheduled, the Board Members visit a site in the area closest to the Board and Alternate Members' jurisdiction.

VII. DISCUSSION ITEMS (D-E)

D. Outreach Update

Interim Executive Director Radeleff recapped the outreach items mentioned in his Director's Report. There was no further discussion.

E. PSBN Onboarding Update

Interim Executive Radeleff stated this item provides information on the number of devices that have been installed including demonstration test kits. The issue is the activation and process of getting individuals on board to use the system as well as the ongoing issue of switching from Band 14 and commercial cellular and some software upgrades but they can be done remotely; we are activating the routers and utilizing the system as months go by. LA-RICS has prepared a document for NTIA



in connection with their request for number of users we have on the system. We are preparing a document that provides all the details of the technical issues that we have been dealing with and will be shared with the early builders as well. The issues consist of installation and activation of the system, things that everyone will need to know as we move forward with the National system. We are also preparing a document that outlines the business plan and provides direction on switching from construction to operations and will be presented to the Board in the future.

Item XI. CLOSED SESSION REPORT was taken out of order.

The Board entered into Closed Session at 9:50 a.m. and returned to Open Session at 10:08 a.m. Counsel Truc Moore stated that the Brown Act does not require a report.

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

VIII. ADMINISTRATIVE MATTERS (F-L)

F. AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED JUNE 30, 2016

Principal Accountant Rachelle Anema from the Auditor-Controller presented the annual financial audit for LA-RICS and stated that Helen Chu and Michael DeCastro from BCA Watson Rice will also present, as they are the auditors for LA-RICS. On page 4 through 7 of the auditor's report there is a high-level overview of management discussion and analysis, which serves as a summary of the audit report. Principal Accountant, Rachelle Anema stated she is happy to report the audit is a clean report. On page 25 is the Audit of Federal Awards Programs, which is also called the single audit and is required for all Federal grants; part of the single audit process is the filing of it with the Federal government and that process has been completed as well.

Principal Accountant Rachelle Anema introduced Helen Chu and Michael DeCastro and they presented the annual and financial audit for LA-RICS June 30, 2016. Michael DeCastro stated preparation of the financial statements is the responsibility of the Authority's Management. Our responsibility as auditors is to issue an opinion on the presentation of the financial statements. Michael DeCastro walked the Board through the content of the report and stated they found no deficiencies and no compliance issues to be reported to you. We are also required to do a substantial audit on the grants revenues and that report is on page 28 through 30 and we are happy to report the Authority complied with all grant requirements. On page 33 and



34 there were no findings or cost questions and we have none to report. Michael DeCastro asked if anyone had questions.

Board Member Alexander stated he is assuming that the negative fund balance reflected on page 12 is due to timing and receivable on grants. Principal Accountant Rachelle Anema stated it's just the matter of timing on the cash flow reimbursement which takes place once the grants reimburse expenses paid out (UASI and SHSGP). Board Member Alexander asked if the County's contribution is included in the report. Principal Accountant Rachelle Anema stated yes on page 8 liabilities \$1.8 (Note 7) million reflects this contribution. Director Gialamas stated (Note 7) is not the full County loan but it's for this period captured in the audit report. Principal Accountant Rachelle Anema stated the negative fund balance is in relation to the revolving fund loan provided by the County. As we receive UASI funds to reimburse for grantfunded activities, we pay the loan down. Michael DeCastro stated we paid down close to \$6 million in 2016 and at the end of 2015 the balance was \$7.5 million. Board Member Alexander asked is there an identifiable source to pay off the loan or does that still have to be resolved. Principal Accountant, Rachelle Anema stated this specific line refers to the cash-flow loan which is similar to an advance to pay for grant-funded expenditures under the UASI portion of the grants; it has to be spent and paid for before the reimbursement can occur.

Director Gialamas stated there are two items being discussed here, as the County has put money into the project in two ways. The first way is that the County has fronted money due to the cash flow grant reimbursement problem; we spend the grants and reimburse the County. The second ways is a separate contribution that is for the member-funded operations cost and that is separate matter, which Board Member Alexander may be alluding to. Board Member Alexander asked if that information is reflected in the audit report. Principal Accountant, Rachelle Anema stated yes it is, on page 12 contributions is \$3 million. Board Member Alexander asked if there's a cumulative total for the arrears provided by the County on behalf of other Members to date. Director Gialamas asked Administrative Deputy Susy Administrative Deputy Susy Orellana-Curtiss Orellana-Curtiss for confirmation. stated if it includes match contributions to date, it is close to \$14 million from the date of the adoption of the funding plan through FY 16-17. Administrative Deputy Susy Orellana-Curtiss stated the annual adopted budget that comes before your Board has a footnote that states Repayment of loan provided by the County for these costs are to be determined by your Board. A policy decision has not been brought to your Board regarding repayment. Director Gialamas stated we will talk about that issue outside of this report as this contemplates certain decisions such as treatment of members vs. non-members and other sources of revenue to offset member-funded costs. Board Member Alexander asked if that payable owed to the County is reflected as a liability. Principal Accountant Rachelle Anema stated no, not until a decision is made.



Board Member Alexander stated he would like to see potential cost that will have to be addressed and recommended documenting with the cumulative total owed to the County because the financial liability falls on the Board. The audit report is being captured as revenue/expenses for the County but it's not being reflected as a liability for the Board/Members. Director Gialamas stated he is taking the lead on this and will be working with CEO to determine next steps. Director Gialamas recommended receipt and file the auditor's report (attached). Principal Accountant Rachelle Anema stated that the financial statements are presented fairly in conformance with generally accepted accounting principles and State regulations governing special districts. The auditor's report also indicates that there were no findings of material deficiencies in LA-RICS' controls over financial reporting. The Single Audit report concludes that LA-RICS complied in all material respects with the types of compliance requirements that would have a material effect on each of its major programs.

Director Gialamas motioned to receive and file the auditor's report.

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

G. LA-RICS VISION AND MISSION STATEMENT

Interim Executive Director Radeleff presented to the Board Agenda Item G and requested that the Board take the following actions to approve the LA-RICS Vision and Mission Statement. The goals will be addressed separately. Director Gialamas stated he will open a discussion or approve it. Interim Executive Director Radeleff stated the goal is to provide a better understanding for those that refer to the website of what LA-RICS is about. Board Member Alexander commended Interim Executive Director Radeleff for capturing the Vision and stated that the overall structure is excellent. Interim Executive Director Radeleff asked if the goals should stay internal and Alternate Member Geiger stated that he preferred the goals to stay within the internal strategic plan, to allow for adaptability. Director Gialamas stated he concurred with Alternate Member Geiger that the Vision and Mission is appropriate for the Board because we are responsible for what the Authority does, and the goals can be kept internal. Director Gialamas asked that as future things come up that need to be shared with the Board, it does not need to be a Board approved but would appreciate sharing appropriate updates. As far as this item, Director Gialamas recommended approval of the enclosed LA-RICS Vision and Mission Statement for use effective immediately.

Director Gialamas motioned first, seconded by Board Member Fronterotta.



Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

H. APPROVE AMENDMENT NO. 21 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item H and requested that the Board take the following actions:

- Approve Amendment No. 21 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to extend the Warranty Period on a month-to-month basis, at no additional cost to the Authority.
- 2. Authorize the first month Warranty Period extension to commence on April 1, 2017, and expire on April 30, 2017, in order to complete ongoing Work within this period.
- Delegate Authority to the Executive Director to approve subsequent month-to-month Warranty Period extensions, if any, that are mutually agreed upon by both parties, via an Amendment substantially similar in form to the Enclosed Amendment.
- 4. Delegate authority to the Interim Executive Director to execute Amendment No. 21 in substantially similar form to the enclosed Amendment.

Director Gialamas stated we need to include authority for the Interim Executive Director and subsequently warranty for the Executive Director.

Board Member Alexander motioned first, seconded by Board Member Fronterotta.

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

March 2, 2017

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AGENDA ITEM A



I. APPROVE AMENDMENT NO. 25 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND **MOBILE RADIO SYSTEM**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item I and requested that the Board take the following actions:

- 1. Make the following findings:
 - a. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites (LA-RICS Headquarters (LARICSHQ), Whitaker Middle Peak (WMP), and Whitaker Ridge (WTR)) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and (c) no new environmental document is required.
 - b. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Claremont (CLM) and Los Angeles County Fire Department Del Valle Training Camp (LACFDEL)), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
 - Find that the inclusion of three (3) LMR System Sites (Baldwin Hills County (BHS), Los Angeles County Department of Public Works Pump Station 38 (DPW38), and Rancho Palos Verdes (RPV1)) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these three (3) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to

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Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

- 2. Approve Amendment No. 25 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - Reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670.
 - b. Inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205.
- 3. Authorize an increase to the Maximum Contract Sum by \$4,353,535, from \$288,845,314 to \$293,198,849 when taking the cost increase and decrease into consideration.
- 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 25.
- 5. Delegate authority to the Interim Executive Director to execute Amendment No. 25, in substantially similar form, to the enclosed Amendment (Enclosure).

Director Gialamas confirmed this is supported by grant funding to cover the costs associated with the amendment, Contracts Manager Arismendez confirmed.

Alternate Member Geiger motioned first, seconded by Director Gialamas.

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

J. AMENDMENT NO. 10 FOR PROFESSIONAL BROADBAND ENGINEERING **CONSULTING SERVICES**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item J and requested that the Board take the following actions:

March 2, 2017



- 1. Approve Amendment No. 10, which contemplates among other things, an extension to the term of the Televate Agreement to June 30, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work and ongoing PSBN operations work.
- 2. Revise Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates (Partner, Senior Subject Matter Expert, and Subject Matter Expert), effective March 13, 2017, to account for the inclusion of travel expenses.
- 3. Approve an increase to the Maximum Contract Sum in the amount of \$680,000, increasing the Maximum Contract Sum amount from \$8,061,978 to \$8,741,978 to allow Televate to continue assisting the Authority with the work contemplated in recommendation 1, as well as an increase certain hourly rates to account for the inclusion of travel.
- 4. Delegate authority to the Interim Executive Director to execute Amendment No. 10, substantially similar in form to the Enclosure.

Board Member Alexander asked for clarification on number 2, for the inclusion of travel expenses; does that mean they are paid during the actual time of travel or does that mean cost of travel? Contracts Manager Arismendez stated the cost of travel. Alternate Member Geiger asked if they are currently setup the way the County is for travel. Contracts Manager Arismendez stated Televate contract currently operates in accordance with the County travel policy, which means that the Authority coordinates and handles all the travel details and corresponding expenses. LA-RICS would like to align travel with the other consulting contracts, which contemplates travel captured within the hourly rate. To accomplish this we are requesting three (3) positions to contemplate a change in rate. Alternate Member Geiger asked are we moving to a fully burdened rate. Contracts Manager Arismendez stated yes that is correct, Televate would handle all of their travel and it would not be processed through LA-RICS. It would be captured when they invoice us at the higher rate before your Board. Board Member Chidester asked how LA-RICS came up with the amounts for the hourly rate. Contract Manager Arismendez stated we performed an analysis based on the monthly cost which was approximately \$9,000 to \$10,000 per month, with this proposed amendment resulting in approximate expenditures totaling \$8,000 and provide a cost savings, excluding the costs associated with administering the travel.

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

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

March 2, 2017

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AGENDA ITEM A



K. AMENDMENT NO. 24 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item K and requested that the Board take the following actions:

- 1. Approve an increase to all the hourly rates by 2.4 percent to account for a COLA in accordance with the Agreement effective January 1, 2017.
- Authorize Jacobs to continue assisting the Authority with the PSBN Warranty closeout work through June 30, 2017, for a cost increase in the amount of \$309,000.
- Approve an increase to the LMR System budget to align the Jacobs staff to the current LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020, for a cost increase in the amount of \$17,763,715.
- 4. Approve an increase to the Maximum Contract Sum in the amount of \$18,072,715 from \$38,098,957 to \$56,171,672 when taking the cost increases including and the increased hourly rates into consideration.
- 5. Delegate authority to the Executive Director to execute Amendment No. 24 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

Contract Manager Arismendez provided background of the historical nature of the Jacobs Agreement and why we are at the contract sum to date and why we are presenting this item. In 2012 this contract was executed with a value of approximately \$20 million but since then a great deal of actions has occurred. Your Board has approved guite a few amendments ranging from the project management teams' assistance with the development of the Request for Proposal (RFP) for LMR as well as the evaluation and negotiation portion at a value of \$3.1 million, to increase the scope of outreach and environmental work at a value of \$14.4 million in addition there was a need to increase LMR Phase 1, the system acceptance schedule projected to occur in 2018 with the new schedule now reflecting system acceptance in 2020. The existing Jacobs's budget can take us to about the first quarter of 2018 but beyond that time there is no budget for resources. presented an item to the Oversight Committee on February 23, 2017, an amendment to contemplate only the COLA increase. The Oversight Committee asked that we take a closer look at what the impact of COLA would be on the hourly rate and corresponding impact on the maximum sum for the contract. Thus, we are

March 2, 2017



bringing an amendment that factors the COLA increase to the budget aligning with the updated LMR project schedule.

Board Member Mark Alexander asked fora breakdown of hourly rates for Item K, No. 3 (\$17,763,715) and 4 (\$18,072,715) to bring back to the next Board meeting. Contracts Manager Arismendez stated we will provide that requested information. Director Gialamas stated we need to settle the COLA increase now because that will be a retroactive action. Contracts Manager Arismendez stated attached to the amendment are the increased hourly rates reflecting the COLA. Contracts Manager Arismendez asked the Board that in addition to the COLA, we request your Board approve PSBN and we can bring back the item in question at the next Board meeting. Counsel Truc Moore stated that would be item number 2. Counsel Moore stated the recommendation is to revise the recommendation seeking approval for items 1, 2, and 5; and that items 3 and 4 be brought back to the Board. Alternate Member Geiger concurred with Board Member Alexander and stated he agreed with an amended motion, this item is one of the reasons the Oversight Committee wanted this to item be bought forward to the Board of Directors, therefore, we should move forward with items 1, 2, and 5 at this time.

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

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

AMENDED MOTION APPROVED

L. APPROVE A TELECOMMUNICATIONS SITE LICENSE AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITE

Executive Assistant Wendy Stallworth-Tait presented to the Board Agenda Item L and requested that the Board take the following actions:

1. Find that the approval and execution of the Telecommunications Site License Agreement for the UCLA Factor Building (UCLA) site with the Regents of the University of California to allow all LMR System Work at that site for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, is within the scope of the activities previously authorized at the UCLA site 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 Interim Executive Director to finalize and execute a Telecommunications Site License Agreement with the Regents of the University of California. Association, substantially similar in form to the agreement attached hereto.

Board Member Chidester asked who the licensed agreement belongs to. Executive Assistant Stallworth-Tait stated UCLA and they asked that we use their standard telecommunication agreement. They are also members of LA-RICS. Board Member Chidester asked if there is a cost and Executive Assistant Stallworth-Tait stated there is a cost for the permitting fee and the attorney's review of their agreement.

Board Member Fronterotta motioned first, seconded by Board Member Ortiz.

Ayes 9: Chidester, Ortiz, Alexander, Fronterotta, Curley, Geiger, Bundesen, Gialamas and Haberle.

MOTION APPROVED

IX. MISCELLANEOUS - NONE

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

Director Gialamas stated that he would like to go back and address Board Member Mark Alexander inquiry in regards to the County Contribution portion. Dean Gialamas stated that moving forward, the Sheriff and Fire Chief representing the Authority as the elected officials will have a conversation with the CEOs Office to determine what the next steps are in addressing contributions made by the County on behalf of Members of the Authority. The process consists of initial discussions that have already taken place and now we are working on scheduling meetings with the CEO. Dean Gialamas stated he hopes to provide some information by next Board meeting, with the County's direction.

Interim Executive Director Radeleff stated his term is coming to an end and from now until the next meeting Chief Edson will start his term with LA-RICS. Interim Executive Director Radeleff asked Chief Edson to come up to receive his official LA-RICS polo shirt, identification cards, and office keys. Interim Executive Director Radeleff stated Chief Edson will do great things for LA-RICS and stated that it has been one of the most enjoyable, rewarding, and challenging projects including working with great staff. Coming to work for this program after retirement and making a difference this past year



has been a joy. The most important thing is the relationships he has formed and support that he has received.

XI. ADJOURNMENT and NEXT MEETING:

Thursday, April 6, 2017, 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.

March 2, 2017

AGENDA ITEM A



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.

March 2, 2017

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AGENDA ITEM A



Executive Summary

April 6, 2017

Below are the remaining activities associated with PSBN

- SCE COW completion Final site pending relocation and connection
- R11 upgrade to Core Projected completion end of March, middle of April for ATP completion. It is expected that all issues will be resolved by end of April through May.
- Closeout documents Final documentation projected for receipt by April 30th will be inventoried and calculated for percent complete.

LMR Update

- 41 Sites are at either Zoning or 50% Construction Drawings 12 Sites are Zoning Drawings and 29
 Sites are at 50%
- 75% Construction Drawings 4 Sites
- 100% Construction Drawings (Building Permit Submitted) 6 sites
- Building Permit Received 9 Sites
- Sites Under Construction & Locations 8 sites under construction

FCCF
 LDWP243 (Junction of I-5 and CA-14)
 HPK (Northern Angeles, overlooking Palmdale)
 BMT (Angeles, overlooking CA-138 and I-5)
 APC
 CCB
 CCT
 LASDTEM

• Sites Complete (Construction) – 1 Site complete (PHN – Puente Hills Nike)

LA-RICS GRANT STATUS													
Grant	Award		Costs Incurred		lr	nvoiced / Paid		Remaining Balance	Performance Period				
UASI 12	\$	18,263,579	\$	18,263,579	\$	18,263,579	\$	0	3/31/17				
UASI 13	\$	13,744,067	\$	-	\$	-	\$	13,744,067	3/31/18				
UASI 14	\$	4,997,544	\$	-	\$	-	\$	4,997,544	5/31/17				
UASI 16	\$	5,240,456	\$	-	\$	-	\$	5,240,456	3/31/19				
UASI 17	\$	35,000,000	\$	-	\$	-	\$	-	Not yet awarded				
UASI 18	\$	35,000,000	\$	-	\$	-	\$	-	Not yet awarded				
UASI 19	\$	35,000,000	\$	-	\$	-	\$	-	Not yet awarded				
ВТОР	\$	117,142,137	\$	-	\$	110,130,844	\$	7,011,293	9/30/20				

STATUS OF PSBN AGENCY ONBOARDING								
Agency	Number of Units							
LASD	Installations In Progress	127						
LACoFD	Installations In Progress	104						
Inglewood PD	Demo Kit Pending	1						
Bell	Demo Kit Provided	1						
Covina	Demo Kit Provided	1						
Claremont PD	MOU for Routers In Progress. Demo Kit Received	4						
	Demo Kit provided for the Police Department and the							
UCLA PD & Health	Mobile Stroke Unit	1						
Health Services / EMS	Demo Kit for LA Marathon support	0						
El Segundo	Demo Kit testing completed, pending subscription fees	0						
Signal Hill	Demo Kit testing completed, pending subscription fees	0						

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 their peers. 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 through the convergence of the latest technologies, thereby enhancing the safety of first responders and improving responsiveness to our 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 for data and voice will rely predominately on UHF T-band and 700 Mhz.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network utilizes 63 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. 59 For March, 2017 Submitted March 30, 2017

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LTE-1 UPDATES

Site/Civil/Closeout

- Construction is complete on 63 sites and 12 COW's, with only one remaining, SCESTUD, still require relocation to a different part of the parcel. Eight of the nine SCE COWs have all power and fiber connected and are awaiting the final site to be complete before they are optimized in the network.
- Additional work is required for final approval or sign off at site LAUSC. After further analysis of the design for this site the Authority has decided to relocate the antennas and cable tray for the coax cables to provide a more efficient use off the roof top of the hospital. This recent discovery requires additional review and final design approval from OSHPD. MSI expects to have approval from OSHPD inspector as soon as early April. Work on the new construction will begin shortly thereafter. During construction the site is proposed to stay On-Air and will be cut over from the existing configuration to the new design in late May.
- Each of the 63 sites have received initial versions of the Close-out books required to meet the documentation requirements of the Contract. MSI continues to collect the outstanding materials for inclusion in the final document sets. Final document sets are due by April 30, 2017 and are currently on schedule.

Network/Acceptance Test Plans (ATPs)

- The implementation of Rev 9 to Rev11 for the Core is complete and the Authority and MSI are conducting the applicable ATPs to ensure technical and functional compliance with the contract. The ATPs could extend into mid-April. These software upgrades provide visibility into the overall performance assisting LARICS operations team during present and future optimization for ongoing maintenance of the system.
- Continued optimization including drive testing of the network has proven to be very valuable to determine areas with coverage loss.
 The LA-RICS operations team has provided the needed support for services critical for the overall maintenance of the Network.

SCE COWS

- All COWs are substantially completed and awaiting final utility hook up. Once power and backhaul (BH) are completed SCE fiber engineers will begin testing the fiber ring and connection to FCCF.
- SCEMESA and one additional Cell-On-Wheels (COW) have been moved to a County owned facility awaiting redeployment.
- SCESTUD has completed a re-design by MSI to be relocated on the existing site. SCE and the LA-RICS team have completed the drawings and final permit issuance is scheduled for early April. Once the GPR is completed and the final design is accepted, MSI will begin the relocation process. In parallel to the COW construction, SCE is preparing for the power design and installation of the meter and fiber infrastructure.

Operations/Training

Operations classes will be on-going through Q2 2017. These are
essential tools required to operate and maintain the PBSN
network. The NOC, both LA-RICS' and MSI's in Schaumburg, are
currently in operation. LA-RICS's facility is manned 5 days a week
by an LA-RICS technician and on call services continue both after
hours and on the weekend.

Special Events

 Los Angeles County Sheriff (LASD) and Los Angeles County Fire (LACoFD) will provide demonstrations for government agencies and potential users to provide insight into the PSBN technology.

LTE-2 UPDATES

LTE-2

- The Authority is ready to implement the plan previously outlined in the (PIP) and recently received approval to proceed with a partition of the plan. Staff will bring recommended actions to your Board for consideration at the next meeting.
- LA-RICS continues to work through the operational activities refining the Network functionality in pursuit of how public safety will begin to operate on a Band Class 14 Network.



AGENDA ITEM C

LMR UPDATES

Environmental Update

- Attended teleconferences with FEMA and CalOES on March 1 and 15.
- Provided responses to comments regarding Section 106 compliance from FEMA on March 14.
- Provided FEMA with an updated environmental compliance status table on March 24.
- Submitted information to SHPO on March 1 in support of a teleconference to discuss Section 106 at site BHS and DPW38.
- Attended an in-person meeting at the Angeles National Forest Headquarters on February 22 and March 22, and a teleconference with USFS staff on March 8 to discuss the temporary special use permit process.
- Provided revised SF 299 application for temporary special use permit to conduct geotech for review by the Authority, and began drafting the
 proposal for the special use permit to construct and operate the LMR sites on the Angeles National Forest.
- Began visual evaluation at site DWP38 in response to comment from FEMA.
- Continued to work with Pyramid on their environmental compliance documents and compliance reporting plans and requirements including supporting WEAP trainings. Reviewed pre-construction forms and daily and weekly compliance reports.
- Attended visits at several LMR sites.

Budget

• Jacobs and MSI are currently working through contractual True-up for all sites Phases 2-4. The nine sites brought before your Board on March 6th were approved. The teams are bringing an additional 9 sites for your consideration this month. Each site, and the corresponding changes in price based on the process, will be brought to this Board for consideration and contract approval. The remaining sites for true-up lack the final design parameters necessary for true-up, although we are working to move forward with an additional group for next month.

Site/Civil

The LMR System Design is progressing. MSI Engineers have completed over 90% of the site designs focusing now on the backhaul (BH). MSI continues to push forward on the BH design completing nearly 85% of the initial path studies including the necessary licensing approvals to determine final viability. The remaining sites not yet determined are part of an ongoing analysis to determine the feasibility of each tower for its location and Line-Of-Site (LOS) to the neighboring link. A meeting is scheduled between MSI and the Authority in early April to review the latest findings and provide any input or clarity to resolve these outstanding issues at each of the locations (LOS) is obstructed.

A variety of construction efforts are ongoing: completion of power and other site clean-up activities and the beginning of an additional group of sites for UASI 14 spend. As permits become available, activities such as pre-construction walks, private location of utilities and environmental preparations are continued priorities serving as pivotal role to minimize impacts to the project schedule keeping the project within budget.

MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is on-going, of which (9) sites (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB and CCT) have been submitted and approvals have been received for all (9) sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. The goal at this time is to have all construction drawings completed on all sites and submitted for building permit by July 2017. This excludes the Forest Service sites due to the lengthy process.

- As of 03/24/2017 nine LMR Building Permit Applications have been submitted to respective jurisdictional agencies for approval.
- 47 each 50% CD's have been received for review and approval by the authority as of 03/24/2017.
- 19 each 75% CD's have been received for review and approval by the authority as of 03/24/2017.
- 11 each 100% CD's have been received for review and approval by the authority as of 03/24/2017 of which 9 of these 11 have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) Jacobs is now tasked with obtaining SAA's for 18 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED).
- As of 03/24/2017 twenty one (21) executed SAA's are in place.
- MSI requested a second meeting to discuss steps to begin path studies on those sites with PCN approvals as well as frequency availability.

AGENDA ITEM C

▼ Summary		LMR Summary Schedule by Phase									Data Date 18-Mar-17														
tivity ID	Activity Name		Remaining Duration	Duration % Complete	Start	Finish	2			16		2017			2018			2019			2020			2021	
		Duration						JF	F 4 J J 4			₹ A		N JF	Α	٤٩١	SN	J	4 11143			A J	JAS	DJ	
Total		1702	1156	32.08%	09-Nov-15 A	01-Sep-21	1	1				1		1	!	1	!		1	-	!		-	- !	!
LMR Phase 1		898	352	60.8%	6 09-Nov-15 A	02-Aug-18	_			-						-			1						
LMR Phase 2		608	492	19.08%	29-Sep-16 A	14-Feb-19				+	+	i i	1 1	<u> </u>	<u> </u>	1	1	-	i ! !					į	
LMR Phase 3		544	428	21.32%	29-Sep-16 A	16-Nov-18				÷		1				-	-		1						
LMR Phase 4a (Site)	613	497	18.92%	29-Sep-16 A	21-Feb-19				+	- i -	; ;	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	-	; ; ;						
LMR Phase 4b (SI)	673	673	0%	04-Feb-19	01-Sep-21			+ - 				1 1	 		- 			-	-		1 1			



Monthly Report #43

Reporting Period: 2/16/17 thru 3/22/17

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

Motorola Solutions, Inc.



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1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola 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 January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design.

This report covers the period from 2/16/17 thru 3/22/17

This month's report for the LA-RICS LMR program covers the reporting period from 2/16/17 thru 3/22/17. During this reporting period associated Phase 1 tasks were performed to include A&E activities, system redesign, frequency planning, site scope and true-up 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.

NTP 21 - Motorola procurement activities continued this period for the applicable equipment associated in Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, and Phase 4 LMR System Implementation.

The primary Phase 1 activities for this period include:

LMR System Redesign

System Redesign activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, and incorporation of system redesign 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 22 (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. As of this reporting period 37 (out of 60) sites have received independent site environmental approvals.

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

LMR Projec	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 continues 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. Individual site environmental approvals may impact geotechnical investigations. Delays with Site Access Agreements, approval of A&E drawings, and submission of and approval of permits continues to negatively impact the schedule.		
Quality			The construction drawing process is slow. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten drawing review. MSI will continue with improvements to its quality control processes and cycle times.		
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.		
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.		
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.		

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process

Activity Name	Activity Status
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring (applicable sites)	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre- Construction	ĺ
Pre- Construction Packages (AGH/CRN/LARICSHQ/MLM/MMC/MVS/OAT/ONK/TPK)	In Process
Construction	
Construction (PHN/BMT/HPK/FCCF/LDWP243/LASDTEM/APC/CCB/CCT)	In Process

2.2 Tasks Planned for Next Period (3/23/17 thru 4/19/17)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process

Activity Name	Planned Status
Pre-Construction	
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Activity Status
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals Site Construction – (PHN/BMT/HPK/FCCF/LDWP243/LASDTEM/APC/CCB/CCT)	On Going On Going

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
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
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
Site Design	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve 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	On Going
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going

Activity Name	Activity Status
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction - (AGH/CRN/LARICSHQ/MLM/MMC/MVS/OAT/ONK/TPK)	Started

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF	Active
			equipment configurations) are different	
			from the baseline agreement and may	
			impact System performance.	
Environmental	Authority	High	The individual determination of	Active
Process			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.	
Delivery of	Motorola	High	The delay in submitting the required plans	Active
Environmental			for construction and environmental	
Documentation and			mitigation has impacted construction	
Pre-Construction			starts.	
Plans				
Delayed Drawings	Motorola	High	Delay in permit submission and release has	Active
and Permit Release	&		impacted the construction schedule and	
	Authority		ability to meet grant spending guidelines.	
			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 and the advancement of sites	
			through the A&E process.	
Site Access	Authority	High	Lease holders approvals are needed in	Active
Agreements			order to implement LA-RICS improvements.	
Project Schedule	Motorola	High	Overall project schedule and individual site	Active
			permit submissions/work starts impacted	

Title	Assigned	Impact	Risk Description	Status
			by implementation of LMR System redesign	
			enhancements, slow A&E construction	
			development progress, and individual site	
			true-ups.	

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes	Motorola and the Authority have analyzed probable
	in site conditions	site changes and suitable site replacement
		candidates. Adjusted tower heights and
		undetermined site parameters at several of the sites
		will impact the coverage. System redesign 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 to report this period		

6. Financial Status

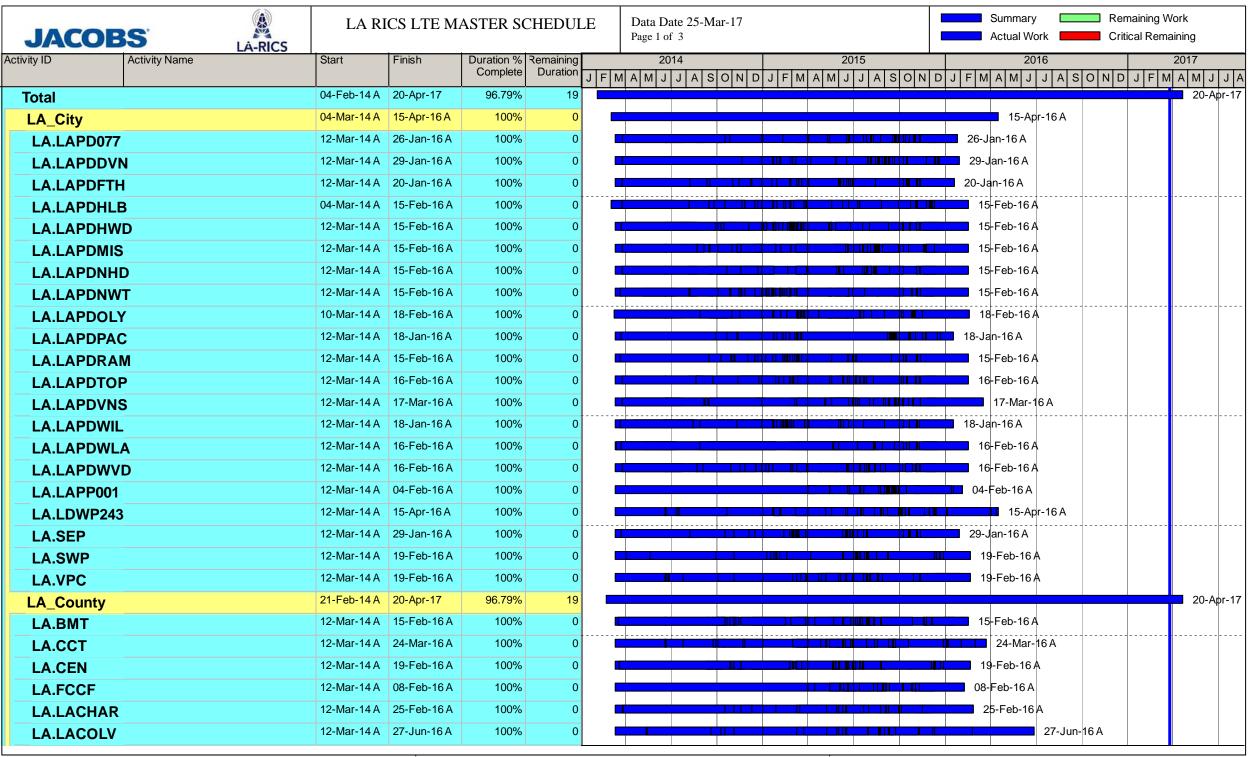
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

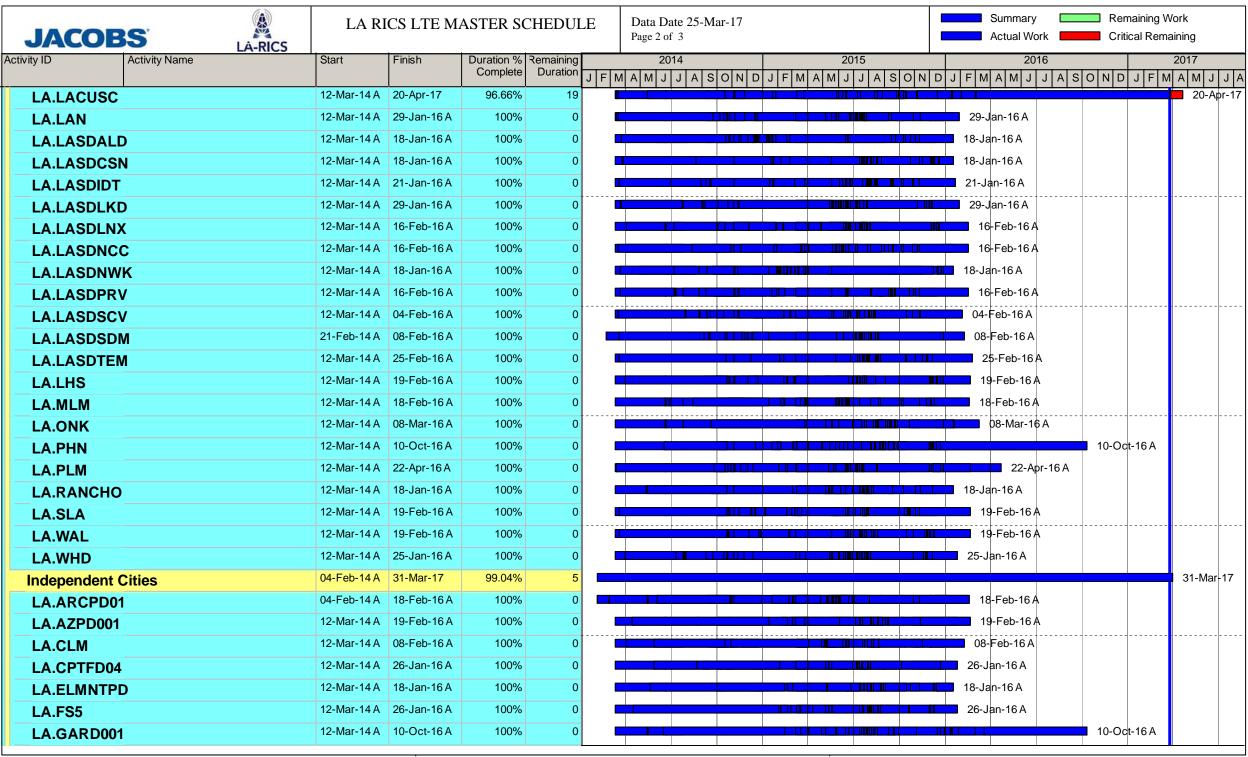
Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Amendment 25)	\$162,389,560
Cumulative Invoice Payments from Last Report	\$ 50,652,663
Total Invoice Payments This Period	\$ 642,681
Remaining Amount to be Paid	\$111,094,216

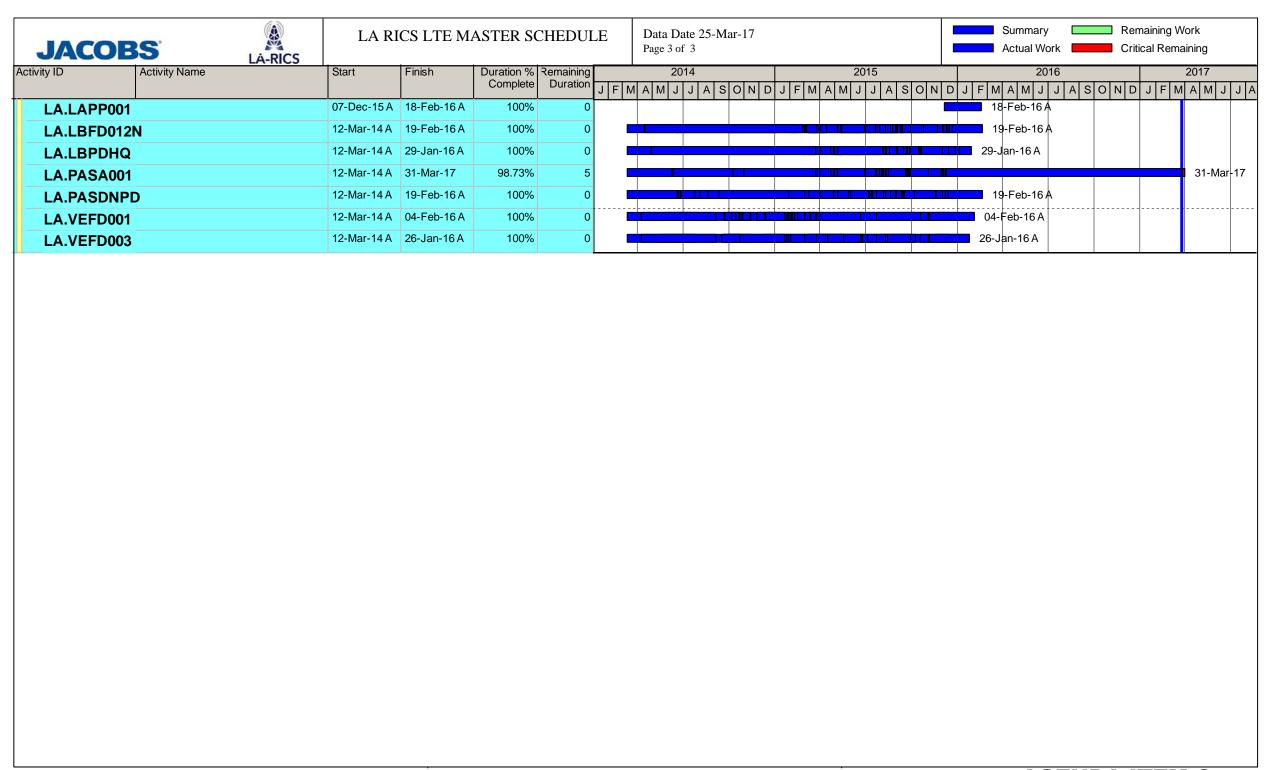
7. LA-RICS Master Schedule

A revised schedule for all phases (1-4) was submitted and formally reviewed 3/18/17. 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)









Monthly Report - #37

Reporting Period: 2/16/17thru 3/22/17

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

Motorola Solutions, Inc.



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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On April 3rd, 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.

This report covers the period from 2/16/17 thru 3/22/17.

The following Amendments were issued during this period.

On March 20, 2017 the Authority and MSI executed **Amendment 20** to reflect the relocation of certain equipment (towers, generators, 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

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. The Authority and MSI agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

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

PSBN Proje	ct Dashbo	pard	
Category	Rating	Change	Comments
Schedule			The final upgrade is on schedule to be delivered prior to 3/31/17. Acceptance Testing is being completed on the remaining new features implemented with the R.11 update and is expected to be complete in early April. SCE delays delivering power, coupled with delays getting fiber, push the forecast completion out to mid-May. Per previous and current agreement, closeout is still forecast for 4/30/17. Discussions are underway to extend warranty out another month, to May 31, 2017. Motorola is reviewing this request, as submitted on March 21, 2017 by The Authority and Jacobs.
Quality			No quality issues at this time.
Risk			None at this time.
Scope			Discussions are underway to extend closeout to May 31, 2017.
Budget			Authority has not yet authorized payment for excess 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
LA-RICS Deliverables	
Provide Access and Escorts to EPC and RAN Sites	Complete
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
Site Construction & Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites (3)	Complete
System Implementation (Phase 4)	
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 2 scheduled)	Complete
PSBN Acceptance Test Documentation	In Progress

2.2 Tasks Planned for Next Period (3/23/17thru 4/19/17)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Construction, Power & Fiber Services for 9 SCE COW Sites	In Progress
Site Construction and Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites	In Progress
System Implementation (Phase 4)	
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Acceptance Test Documentation	In Progress

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
Activity italiic	Juli C

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	Plan to Complete
Construction, Power & Fiber Services for 9 SCE COW Sites	Plan to Complete
Acceptance Test Plan	
Revised ATP Review and Approvals	Plan to Complete
Site Design Activities	
Site Construction and Site Modification (Phase 2)	
Site Inspections & Permit Clear (3 sites)	Plan to Complete
System Implementation (Phase 4)	
Cluster Tuning (COWs) and Testing Review	Plan to Complete
PSBN Training Attendance (Wave 2)	Plan to Complete
PSBN As-Built Documentation Review	Plan to Complete

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	
	None		

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	N/A	N/A

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 18.

PSBN Invoice Payment Category	Inv	oice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$	98,889,601
Cumulative Invoice Payments from Last Report	(\$	81,521,034)
Total Invoice Payments This Period	(\$	328,342)
Remaining Amount to be Paid	\$	17,040,225

7. LA-RICS PSBN Project Schedule

Submitted this month under separate cover.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

April 6, 2017

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 Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
Interview with Kelly Hill, RCR Wireless News	March 7, 2017
Interview with Donny Jackson, Urgent Communications	March 8, 2017
Meeting with representatives from the City of Pasadena	March 14, 2017
Meeting with City of Bell Police Chief	March 16, 2017
Presentation to Orange County Council of Governments	March 16, 2017
Speaker at IWCE Network Infrastructure Forum	March 27-31, 2017

Representatives from the LA-RICS Team were interviewed by Kelly Hill, RCR Wireless News regarding PSBN deployment experiences.

The LA-RICS Team met with the Police Chief to discuss their interest in using the LA-RICS network.

Interim Executive Director John Radeleff and Program Manager Chris Odenthal attend the Orange County Council of Governments and provided a presentation to the attendees. LA-RICS Board of Directors April 6, 2017 Page 2

Executive Director Scott Edson lead a panel discussion at the IWCE Network Infrastructure Forum, held in Las Vegas, Nevada.

Lastly, the Website redesign is in its final stages and is set to go live in a couple of weeks, along with the next distribution of the Newsletter.

WST:pl



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SCOTT EDSON EXECUTIVE DIRECTOR

April 6, 2017

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 testing 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 Received		
LASD	Installations In Progress	127		
LACoFD	Installations In Progress	104		
Inglewood PD	Demo Kit	1		
	MOU for VMLs Complete. 2 VMLs Delivered. 2 APNs	14		
Claremont PD	with adapters have been requested	4		
	Interested in moving entire department to LARICS this			
Bell PD	year	1		
Covina	Demo Kit Delivered	1		
San Fernando	Interested in LTE Test Phones. Pending delivery	5		
UCLA PD &				
Health	Evaluating coverage. Feedback to date is positive.	1		
	Demo Kit for REDDINET connectivity, 4 LEX 10			
Health Services	Smartphone with Push to Talk WAVE app and a radio			
/ EMS	used in the LA Marathon.	0		
	Leadership had positive feedback from the Demo Kit			
	and they are now interested in trying a VML router			
El Segundo	and a Smartphone (Sonim)	0		
	Demo Kit testing completed, completed an IT project			
Signal Hill	and will determine next steps soon.	0		

LA-RICS Board of Directors April 6, 2017 Page 2

Active engagement continued with interested agencies via demonstrations, providing test Demo Kits, and technical coordination meetings with the participation of the Los Angeles County Sheriff's Department (LASD) and Los Angeles County Fire Department (LACoFD). LACoFD will be installing modems in vehicles at an accelerated pace of 20 per week.

During this reporting period, the LA-RICS Technical Team met with representatives from the Cities of Bell, Covina, and San Fernando. The Police Chief of Bell is interested in the Land Mobile Radio (LMR) system as well as converting entire fleet to LA-RICS. The San Fernando Police Department has expressed interest in testing five (5) Lex10 phones.

Lastly, the LA-RICS Technical Team provided phones for Los Angeles Department of Health Services (LADHS) Emergency Medical Service (EMS). The team also supported LADHS EMS Mobile Medical System (MOMS) Team at the Los Angeles Marathon by providing them with a LASD radio with LMR-LTE integration so they could communicate with the WAVE talk group. The Team is working on a post-event report and planning next steps.

WST:pl



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON EXECUTIVE DIRECTOR

April 6, 2017

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

Dear Directors:

APPROVE AMENDMENT NO. 26 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to execute Amendment No. 26 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the reconciliation of seven (7) Land Mobile Radio (LMR) System Sites and include one (1) LMR System Site into the scope of Phases 2, 3, and 4 all to align with the updated LMR System Design and increase the Maximum Contract Sum accordingly.

RECOMMENDED ACTIONS

It is recommended that your Board:

- 1. Make the following findings:
 - a. Find that (a) approval of the changes necessary to reflect the reconciliation of five (5) LMR System Sites (Burnt Peak 1 (BUR1), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), and Mount Lukens 2 (MTL2) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which

the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Mount Disappointment (MDI) and Portal Ridge (PRG), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
- c. Find that the inclusion of one (1) LMR System Site (Lancaster (LAN)) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
- 2. Approve Amendment No. 26 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048.
 - b. Inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744.

- 3. Authorize an increase to the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641 when taking the cost increase into consideration.
- 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 26.
- 5. Delegate authority to the Executive Director to execute Amendment No. 26, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

The Authority continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design. This Amendment No. 26 reflects the most recent set of sites that have been reconciled and included into the scope of Phases 2, 3, and 4.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find certain changes at sites previously found to be exempt from the California Environmental Quality Act (CEQA) or within the scope of the Environmental Impact Report (EIR) previously certified by the Board to be within the scope of the previously approved environmental documents. Approval of the recommended actions reflects amending the Agreement to (a) contemplate the reconciliation of seven (7) Land Mobile Radio (LMR) System Sites to align with the updated LMR System Design; (b) include one (1) LMR System Site into the scope of Phases 2, 3, and 4 and exercise the Unilateral Options accordingly to align with the updated LMR System Design; and (c) increase the Maximum Contract Sum for these actions in the amount of \$2,400,792.

As a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at seven (7) LMR System Sites, contemplated in Table 1 below. Such reconciliations include, but are not limited to, changes in the type of antenna support structure, shelter, generator, battery, etc. Further, the redesign has necessitated changes in the equipment counts and configuration (e.g. antennas, bay stations, equipment racks, and other auxiliary communications equipment) at particular sites.

	TABLE 1: RECONCILIATION OF LMR SYSTEM SITES					
Item No.	Site ID	Site Description				
1.	BUR1	Burnt Peak 1				
2.	JPK2	Johnstone Peak 2				
3.	LPC	Loop Canyon				
4.	MDI	Mount Disappointment				
5.	MML	Magic Mountain Link				
6.	MTL2	Mount Lukens 2				
7.	PRG	Portal Ridge				

Additionally, it is necessary to include one (1) LMR System Site, as reflected in Table 2 below, into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

	TABLE 2: INCLUSION OF LMR SYSTEM SITES				
Item No.	Site ID	Site Description			
1.	LAN	Lancaster			

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 26 will increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641 when taking the cost increase and decrease into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at the five (5) LMR System Sites (BUR1, JPK2, LPC, MML, and MTL2) contemplated for reconciliation was evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these five (5) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these five (5) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

As the CEQA lead agency, the Authority previously determined on December 12, 2016 (LAN), and on February 5, 2015 (MDI and PRG) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these three (3) LMR System Sites (LAN, MDI and PRG) are 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 December 12, 2016 (LAN) and February 5, 2015 (MDI and PRG) that leased circuit work that may occur outside of these three (3) LMR System Sites as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301, 15303 and 15304. Approval of reconciliation to align with the updated LMR System Design for MDI and PRG, and inclusion into the scope of Phases 2, 3, and 4, and exercising of the Unilateral Options for LAN to align with the updated LMR System Design are 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 Amendment No. 26.

Upon the Board's approval of the recommended actions for this Amendment No. 26, the Authority will file a Notice of Determination for the five (5) LMR System Sites (BUR1, JPK2, LPC, MML, and MTL2) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines, and will file a Notice of Exemption (NOE) for three (3) LMR System Sites (MDI, PRG, and LAN) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

LA-RICS Board of Directors April 6, 2017 Page 6

CONCLUSION

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

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

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Enclosure

Counsel to the Authority c:

AMENDMENT NUMBER TWENTY-SIX

TO AGREEMENT NO. LA-RICS 007 FOR

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

Recitals

This Amendment Number Twenty-Six (together with all exhibits, attachments, and schedules hereto, "Amendment No. 26") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of April ______, 2017, based on the following recitals:

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

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate.

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

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

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

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

Amendment No. 26 to Agreement No. LA-RICS 007 ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

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

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

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

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

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation)

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

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

The Agreement has been previously amended to Amendment No. Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment No. Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment No. Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment No. Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost

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

The Agreement has been previously amended in Amendment No. Seventeen, effective April 25, 2016, as follows:

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

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

The Agreement has been previously amended in Amendment No. Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 (\$76,136 + \$46,696), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment No. Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 (\$1,197,256 - \$1,192,712), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

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

The Agreement has been previously amended in Amendment No. Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

(Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

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

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

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

The Agreement has been previously amended in Amendment No Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from

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

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048.; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in this Amendment No. 26.

This Amendment No. 26 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. 26, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

- 1. <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 26 refer to sections of the Base Document, as amended by this Amendment No. 26.
- 2. <u>LMR System Site Reconciliation.</u> The parties agree and acknowledge to reconcile seven (7) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these seven (7) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 6.5 of this Amendment No. 26, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

	RECONCILIATION OF LMR SYSTEM SITES - AMENDMENT 26			
Item No.	Site ID	Site Description		
2.1	BUR1	Burnt Peak 1		
2.2	JPK2	Johnstone Peak 2		
2.3	LPC	Loop Canyon		
2.4	MDI	Mount Disappointment		
2.5	MML	Magic Mountain Link		
2.6	MTL2	Mount Lukens 2		
2.7	PRG	Portal Ridge		

3. <u>LMR System Site Inclusion.</u> The parties agree and acknowledge to include one (1) LMR System Site into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design. The costs associated with the inclusion of this one (1) LMR System Site is included in the relevant portions of Exhibit C (Schedule of Payments).

	INCLUSION OF LMR SYSTEM SITES - AMENDMENT 26			
Item No.	Sita ID Sita Description			
3.1	LAN	Lancaster		

- 4. Exercise of Unilateral Options. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work as it relates to one (1) LMR System Site currently contemplated in the Design and reflected in this Amendment No. 26 and Exhibit C (Schedule of Payments) for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), to construct, purchase, and implement this one (1) LMR System Site. Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) Work of the one (1) LMR System Site contemplated in this Amendment No. 26, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.
- 5. Amendments to the Base Document.
 - 5.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Five Million, Five Hundred Ninety-Nine Thousand, Six Hundred Forty-One Dollars (\$295,599,641), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 5.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Ninety Million, Eight

Hundred Ninety-Three Thousand, Nine Hundred Seventy-Two Dollars (\$290,893,972). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

- 6. Amendments to Agreement Exhibits.
 - 6.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 26, which is incorporated by this reference.
 - 6.2 Exhibit C.3 (Phase 2 Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 26, which is incorporated by this reference.
 - 6.3 Exhibit C.4 (Phase 3 Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 26, which is incorporated by this reference.
 - 6.4 Exhibit C.5 (Phase 4 LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 LMR System Implementation) to Exhibit C (Schedule of Payments), which is incorporated by this reference.
 - 6.5 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated March 2017, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated April 2017, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
 - 6.6 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 26, which is incorporated by this reference.
- 7. This Amendment No. 26 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 7.1 An authorized agent of Contractor has executed this Amendment No. 26;
 - 7.2 Los Angeles County Counsel has approved this Amendment No. 26 as to form:

- 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 26; and
- 7.4 The Executive Director of the Authority has executed this Amendment No. 26.
- 8. 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.
- 9. Contractor and the person executing this Amendment No. 26 on behalf of Contractor represent and warrant that the person executing this Amendment No. 26 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 26, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 10. 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.

* * *

AMENDMENT NUMBER TWENTY-SIX

TO AGREEMENT NO. LA-RICS 007 FOR OS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

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	MOTOROLA SOLUTIONS, INC.
Ву:	By:
Scott Edson Executive Director	Howard Chercoe Motorola Senior Director US Central & Western Regions Services
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	

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project 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

Authority Project Director Designees:

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

Wendy Stallworth-Tait LA-RICS Executive Assistant 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Telephone No.: (323) 881-8311

Email: Wendy.Stallworth-Tait@la-rics.org

1.2 Authority Project Manager

Chris Odenthal LA-RICS Program Manager 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Telephone No.: (760) 717-3400

Email: Chris.Odenthal@jacobs.com

Authority Project Manager Designee:

Justin Delfino
LA-RICS Project Manager, Radio System Technology
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Telephone No.: (480) 393-6682 Email: Justin.Delfino@jacobs.com

2. Contractor Key Personnel

2.1 Contractor Project Director

Norm Folger Motorola Project Director 725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (817) 343-8288

Email: norm.folger@motorolasolutions.com

2.2 Contractor Project Manager

Jesse Brenton Motorola Senior Project Manager 725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (901) 569-5899

Email: jesse.brenton@motorolasolutions.com

2.3 Contractor Site Work Design Manager

Site Design and Construction Manager

TJ Sauthoff

Construction Management Director (Pyramid Network Services)

725 S. Figueroa Street, Suite 1855

Los Angeles, CA 90017

Telephone No.: (801) 745-7156 Email: tsauthoff@pyramidns.com

Mitchell J. Campagna

Site Architect Manager (Mitchell J. Architecture subcontracted to Pyramid Network

Services)

4883 Ronson Ct., Suite N

San Diego, CA 92111

Telephone No.: (858) 650-3130

Email: mitch.campagna@mitchellj.com

2.4 Contractor Security Designees

Jeff Pugay Motorola Senior Project Manager 725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (310) 617-6479

Email: jeff.pugay@motorolasolutions.com

Norm Folger Motorola Project Director 725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (817) 343-8288

Email: norm.folger@motorolasolutions.com

2.5 Authorized Agents

Norm Folger Motorola Project Director 725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (817) 343-8288

Email: norm.folger@motorolasolutions.com

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$1,000,000.

Howard Chercoe Senior Director US Central & Western Regions Services 10680 Treena Street, Suite 200 San Diego, CA 92131 Telephone No.: (858) 368-3267

Email: h.chercoe@motorolasolutions.com

Signature:			

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

John Kedzierski Corporate Vice President North America Commercial Markets, Channels and Services 224 South Michigan Avenue 7th floor, Chicago, IL 60604 Telephone No.: (847) 833-0312

Email: john.kedzierski@motorolasolutions.com

Signature:	
O	

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$25,000,000.

2.6 Contractor's Office

Local Office:

725 S. Figueroa Street, Suite 1855 Los Angeles, CA 90017

Telephone No.: (817) 343-8288

Email: norm.folger@motorolasolutions.com

Headquarter Office:

500 W. Monroe Street Chicago, IL 60661

Telephone No.: (847) 576-5000

Email: norm.folger@motorolasolutions.com



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

April 6, 2017

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

Dear Directors:

AMENDMENT NO. 25 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 25 with Jacobs Project Management Co. (Jacobs) to reflect an increase in the Land Mobile Radio System (LMR System) budget to align with the current LMR System project schedule, resulting in an increase to the Maximum Contract Sum by \$17,755,447, and revising the rate schedule and administration of agreement to reflect certain staffing and management changes.

RECOMMENDED ACTION

It is recommended that your Board:

- 1. Approve revising Appendix A-2 (Agreement Budget) to the Agreement to reflect, among other things, an increase to the LMR System budget to align the Jacobs staff to the current LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020, for a cost increase in the amount of \$17,755,447.
- Approve revising Attachment B (Rate Schedule) to the Agreement to reflect changes to certain Consultant staffing positions, in particular appointing a Deputy Program Manager and including an Implementation Project Manager position, both of which are contemplated in the increased cost described in recommended action 1.

- 3. Approve revising Attachment D (Administration to the Agreement) to reflect changes in management to both the Authority and Jacobs.
- 4. Approve an increase to the Maximum Contract Sum in the amount by \$17,755,447 from \$38,407,957 to \$56,163,404 for the changes contemplated in Amendment No. 25.
- 5. Delegate authority to the Executive Director to execute Amendment No. 25 with Jacobs, substantially similar in form to Enclosure 1, and issue one or more Notices to Proceed for this work.

BACKGROUND

On February 23, 2017, an Oversight Committee meeting was held and an amendment to the Jacobs Agreement was presented which contemplated the 2.4 percent hourly rate increases to account for a Cost of Living Adjustment (COLA) in accordance with the Agreement, but the amendment did not contemplate a realignment of the project management schedule with the IMS and correspondingly did not reflect an increase to the Maximum Contract Sum. The Oversight Committee members recommended that staff present a more comprehensive amendment to your Board that clearly described the impacts of the 2.4 percent hourly rate increases over the course of the contract term reflecting the full projected deployment of the LMR System to better understand the fiscal impacts of the COLA.

On March 2, 2017, Amendment No. 24 to the Jacobs Agreement was presented to your Board, which contemplated, among other things, an increase to the LMR System budget to align Jacobs' resources with the timeline for Final System Acceptance represented in the IMS submitted by the LMR System Contractor, Motorola Solutions, Inc. (Motorola). Amendment No. 24 not only reflected achieving LMR Final System Acceptance in 2020, but it addressed the impacts of the COLA.

Prior to making a recommendation for the increase in the Maximum Contract Sum, your Board requested more detailed information be submitted to better assist in understanding how the increase of approximately \$17.7 million was derived. Enclosure 2 (Jacobs 2012-2020 Phased Work at a Glance) provides your Board with a collective at a glance view of the phased work Jacobs has provided since 2012, and will continue to provide through 2020, should your Board approve this Amendment No. 25. Additionally, Enclosure 3 (Jacobs LA- RICS Resource Allocation 2012-2020) provides comprehensive detail of how Jacobs intends to allocate resources extending out until 2020. As further requested by your Board, such details include the hourly rates for all positions, which take the 2.4 percent COLA increase previously approved by your Board into consideration, the proposed hours, and total costs that provide a complete representation of how the proposed \$17.7 million increase was derived.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 25, which would authorize an increase in the Land Mobile Radio System (LMR System) budget to align with the current LMR System project schedule resulting in an increase to the Maximum Contract Sum by \$17,755,447, and revising the rate schedule and administration of agreement to reflect certain staffing and management changes.

The recommendation required Jacobs and Authority to further assess the impacts the required staffing levels of the Jacobs team to encompass the timeline for Final System Acceptance represented in the IMS. As your Board is aware, the LMR System design phase has extended beyond the initial construction and implementation schedule when the LMR System contract was awarded in 2013. Initial schedules anticipated achieving Final LMR System Acceptance by 2018 and the current IMS depicts Final System Acceptance in 2020.

We are requesting your Board approve an increase to Jacobs' LMR System budget in the amount of \$17,755,447, to allow the budget and resources to align with the current LMR System IMS, which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020. The current LMR System budget contemplated in the Jacobs Agreement will be exhausted by March 2018 in accordance with projected spending in line with the IMS.

With respect to the Rate Schedule, it is necessary to revise it to reflect changes in certain Consulting positions. In particular, Jacobs has appointed a Deputy Program Manager to assist the Program Manager with the overall day-to-day project and construction management aspects of the LA-RICS project at an hourly rate of \$174. This position has been vacant since April 1, 2016, and is necessary to assist the Authority in meeting its objectives, predominately the build out the LMR System. Further, there is a need to include an Implementation Project Manager position, for an hourly rate of \$154, to validate and track all aspects regarding securing site permits and transitioning them to construction, installation, and implementation work. This position would be responsible for verifying all Motorola schedule data ensuring construction, installation, and implementation milestones are met. Both positions are contemplated in the \$17.7 million increase.

Lastly, with regard to the Administration of Agreement, it is necessary to revise it to reflect recent changes in management in both the Authority and Jacobs's organizational structure such as the newly appointed Executive Director and Deputy Program Manager.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 25 will increase the Maximum Contract Sum in the amount of by \$17,755,447 from \$38,407,957 to \$56,163,404. The \$17.7 million increase is to account for the fact that the LMR System project has extended beyond the initial project completion schedule of 2018 and now reflects a schedule that aligns with the expected grant funds available, the last of which is planned for release in late 2019. This represents an additional two and half years of work beyond the initial contract duration.

All contract costs related to the services rendered under Amendment No. 25 will be reimbursable under the Urban Area Security Initiative (UASI) grant program. However, the Authority will not issue Notices to Proceed to Jacobs if appropriate funding is not secured/available to cover the expenditures contemplated in Amendment No. 25.

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. 25, substantially similar in form to the Enclosure 1.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

JA:pl

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Enclosures

c: Counsel to the Authority

AMENDMENT NUMBER TWENTY-FIVE

TO

AGREEMENT FOR CONSULTANT SERVICES

Recitals

This Amendment Number Twenty-Five ("Amendment No. 25") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of April _____, 2017, 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 Number 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 No. 20, 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 No. 21, 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 No. 22, 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. 23, 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 No. 24, 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 Authority and Consultant desire to further amend the Agreement 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 this Amendment No. 25.

WHEREAS, This Amendment No. 25 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. 25, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. <u>Capitalized Terms; Section References</u>.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 25. Unless otherwise noted, section references in this Amendment No. 25 refer to sections of the body of the Agreement, as amended by this Amendment No. 25.

- 2. <u>Amendments to Agreement</u>.
 - 2.1 Both parties agree and acknowledge that the LMR System budget will be increased to align with the LMR System IMS which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020 in exchange for the amounts set forth in the LMR System budget contemplated in Appendix A-2 (Agreement Budget).
 - 2.2 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 Fifty-Six Million, One Hundred Sixty-Three Thousand, Four Hundred Four Dollars (\$56,163,404).
- 3. <u>Amendments to Appendices and Attachments</u>.
 - 3.1 Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget), dated April 2017, attached to this Amendment No. 25 and incorporated by this reference, to align the LMR System budget with the LMR Final System Acceptance as set forth in the IMS.
 - 3.2 Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety, and is replaced with Attachment B (Rate Schedule), dated April 2017, attached to this Amendment No. 25 and incorporated by this reference, to reflect changes to certain Consultant staffing positions.
 - 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 April 2017, attached to this Amendment No. 25 and incorporated by this reference, to reflect changes in management for the Authority and Consultant.
- 4. This Amendment No. 25 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. 25;
 - 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 25, if required;

- 4.3 Los Angeles County Counsel has approved this Amendment No. 25 as to form; and
- 4.4 The Executive Director of the Authority has executed this Amendment No. 25.
- 5. Except as expressly provided in this Amendment No. 25, 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. 25 on behalf of Consultant represent and warrant that the person executing this Amendment No. 25 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. 25, and that all requirements of Consultant to provide such actual authority have been fulfilled.
- 7. This Amendment No. 25 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. 25 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-FIVE TO AGREEMENT FOR CONSULTANT SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 25 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	

APPENDIX A-2 AGREEMENT BUDGET

Los Angeles Regional Interoperable Communications Systems (LA-RICS)

LMR SYSTEM		
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	
LMR System Total	\$44,878,342	

LTE SYSTEM	
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
LTE System Total	\$11,285,062

MAXIMUM CONTRACT SUM	\$56.163.404
MAXIMOM CONTRACT SOM	ψ30, 103, 404

ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems (LA-RICS) - Rate/Position Schedule: April 2017

Position	Name	Rate
Program Director	Gary Simon	\$184
Program Manager	Chris Odenthal	\$184
Deputy Program Manager	Justin Delfino	\$174
Senior Project Manager –Technology	Mike Dipiero	\$169
Senior Project Manager – Construction	TBD	\$169
Senior Project Manager - Environmental	Jim Hoyt	\$169
Document Control	Abdul Abdul-Hafiz	\$67
Administration	Marina Nguyen	\$56
Project Manager – Entitlements	Tom Molina	\$164
Project Manager – Implementation	Tanya Roth	\$154
Change Management Lead	Vanessa Montes	\$87
Environmental Lead	Carl Rykaczewski	\$164
Environmental Lead	Beth Defend	\$164
Environmental Subject Matter Expert	Bruce Palmer	\$164
Environmental Subject Matter Expert	Paige Peyton	\$164
Environmental Subject Matter Expert	Jason Walsh	\$164
Senior Specialist	Brian Weith	\$154
Senior Specialist	David Charleton	\$154
Senior Specialist	Jeff Berna	\$154
Specialist	Dan Woodward	\$133
GIS/Graphics Specialist	Andy Priest	\$133
GIS/Graphics Specialist	Vamshi Yellisetty	\$133
Technical Editor	Linda St. John	\$102
System Design – Backbone Network	Roy Cuevas	\$159
System Design – RF Network	Fritz Rote	\$159
Supply and Staging – Site Equipment	Nalani Whatley	\$164
Team Leader – P.E. Technology	Rafael Santillan	\$159
Team Leader – P.E. Construction	Ed Jones	\$159
Electrical Engineer	Michael Molinari	\$113
Structural Engineer	Deep Shah	\$113
Project Engineer Field Team – Technology	Dan Walker	\$154
Project Engineer Field Team - Site/Civil	Steve Sanchez	\$154
Project Engineer Field Team - Site/Civil	Riad El Masri	\$154
Contract Administration - Internal	Angelica Villicana	\$164
Community Outreach Support	Katz	\$200
Site Access/Zoning	Raquel Barnes	\$113
Scheduling	John Matsumoto	\$145
Program Controls Manager	TBD	\$169
System Manager – LMR	TBD	\$164
System Manager – LTE	TBD	\$164
Construction Manager – Site/Civil	TBD	\$154
Environmental Subcontract	TBD	\$200

Position	Name	Rate
Site Assessment	TBD	\$145
Constructability/Design Review	TBD	\$145
Scheduler Support	TBD	\$133
Estimating	TBD	\$145
Warranty Support	TBD	\$164
Labor Compliance	TBD	\$154

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

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

Consultant Key Personnel

Consultant Program Director

Gary Simon Jacobs Project Management Co. 3161 Michelson Drive, Suite 500 Irvine, CA 92612

Phone: (949) 224-7686

Email: Gary.Simon@jacobs.com

Consultant Program Manager

Chris Odenthal 2525 Corporate Place, Suite 100 Monterey Park, CA 91754

Phone: (760) 717-3400

Email: Chris.Odenthal@jacobs.com

Consultant Deputy Program Manager

Justin Delfino 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (480) 393-6682

Email: Justin.Delfino@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

Senior Project Manager – Construction

TBD 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: Email:

Senior Project Manager – Environmental

Jim Hoyt 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (760) 954-8120

Email: Jim.Hoyt@jacobs.com

JACOBS 2012-2020 PHASED WORK AT A GLANCE

Schodula Land Mahil Padia (LMP)	2012			2013			2014			2015				2016				
Schedule - Land Mobil Radio (LMR)	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Receipt of Notice to Proceed - March 29, 2012	NTP																	
Preliminary Phase - Mobilization, Start-up, and Program Support			Mobilizatio	n, Negotiation	and Start-up)												
Phase I - System Design	System Design																	
Phase II - Site Construction and Site Modification																		
Phase III - Supply Telecommunication System Components																		
Phase IV - Telecommunications System Implementation																		
Phase IV - Telecommunications System Warranty																		
Phase V - System Maintenance																		

JACOBS 2012-2020 PHASED WORK AT A GLANCE

Cabadula Land Mahil Dadia (LMD)		2016 2017						2018				2019				2020			
Schedule - Land Mobil Radio (LMR)	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Receipt of Notice to Proceed - March 29, 2012																			
Preliminary Phase - Mobilization, Start-up, and Program Support																			
Phase I - System Design		System Design																	
Phase II - Site Construction and Site Modification									Site Con	struction									
Phase III - Supply Telecommunication System Components							Purchase	Equipment											
Phase IV - Telecommunications System Implementation		Implementation - Test - Training - Acceptance																	
Phase IV - Telecommunications System Warranty								Warranty											
Phase V - System Maintenance																			

JACOBS LA-RICS RESOURCE ALLOCATION 2012-2020

		OLD COLA	2012 2013 2014 2015 2016 2017 2018 2019 2020	Total
Phase Job Title	Employee Name		Q1 Q2 Q3 Q4 Q1 Q1 Q1 Q1 Q1 Q1 Q1	Hours Cost
s/t Program Director	Gary Simon / S.McCallister / D.Roberts	\$180 \$184	24 22 21 16 19 8 44 69 39 8 22 26 14 4 9 13 13 13 13 13 13 13 13 13 13 13 13 13	489 \$ 88,554.00
Prelim Program Director 1 Program Director	Gary Simon / S.McCallister / D.Roberts Gary Simon / S.McCallister / D.Roberts	\$180 \$184 \$180 \$184	24 22 21 16 19 4 4 44 69 39 8 22 5	105 \$ 18,810.00 189 \$ 34,020.00
2 Program Director	Gary Simon / S.McCallister / D.Roberts	\$180 \$184	12 10 2	24 \$ 4,320.00
3 Program Director 4 Program Director	Gary Simon / S.McCallister / D.Roberts Gary Simon / S.McCallister / D.Roberts	\$180 \$184 \$180 \$184	4 5 4 2 13 13 13 13 13 13 13 13 13 13 13 13 13	4 \$ 720.00 167 \$ 30.684.00
s/t Program Manager	Chris Odenthal / A.Arnold / S.Funk		8 290 456 432 476 435 260 419 559 334 329 333 86 218 263 381 383 437 388 244 296 212 520 520 520 520 520 520 520 520 520 52	14518 \$ 2,644,302.00
Prelim Program Manager 1 Program Manager	Chris Odenthal / A.Arnold / S.Funk Chris Odenthal / A.Arnold / S.Funk	\$180 \$184 \$180 \$184	8 290 456 432 476 435 155 105 419 559 334 329 333 86 218 263 381 383 55 118 229 246 86 208 208 144 104 104 104 52 52 52 52	2252 \$ 405,360.00 5223 \$ 945,698.00
2 Program Manager	Chris Odenthal / A.Arnold / S.Funk	\$180 \$184	236 139 25 63 156 156 188 208 208 208 234 234 234 156 156 156 156	3147 \$ 577,548.00
3 Program Manager 4 Program Manager	Chris Odenthal / A.Arnold / S.Funk Chris Odenthal / A.Arnold / S.Funk	\$180 \$184 \$180 \$184	64 82 131 15 25 63 156 156 188 208 208 208 234 234 234 234 364 364 364 364	64 \$ 11,520.00 3832 \$ 704.176.00
s/t Assist. Program Manager	TBD	\$142 \$174		9367 \$ 1,579,547.00
1 Assist. Program Manager 2 Assist. Program Manager	TBD TBD	\$142 \$174 \$142 \$174	103 225 243 391 457 208 207 208 104 104 104 104 52 52 52 52 52 60 156 156 156 156 156 156 156 156 156 156	2666 \$ 418,405.00 2919 \$ 505,986.00
3 Assist. Program Manager	TBD	\$142 \$174 \$142 \$174	91	2919 \$ 505,986.00 91 \$ 12,922.00
4 Assist. Program Manager	TBD	\$142 \$174	156 155 156 208 208 208 208 234 234 234 364 364 364 364	3691 \$ 642,234.00
s/t Sr. Project Manager - RS Technology Prelim Sr. Project Manager - RS Technology	Rick Polehonka Rick Polehonka	\$165 \$169 \$165 \$169		4998 \$ 824,587.50 1400 \$ 230,917.50
1 Sr. Project Manager - RS Technology	Rick Polehonka	\$165 \$169	60 334 434 360 322 340 146 213 261 408 480 40	3398 \$ 560,670.00
2 Sr. Project Manager - RS Technology 3 Sr. Project Manager - RS Technology	Rick Polehonka Rick Polehonka	\$165 \$169 \$165 \$169	100 100	100 \$ 16,500.00 100 \$ 16,500.00
s/t Sr. Project Manager - RS Technology	Mike DiPlero	\$165 \$169		8297 \$ 1,400,205.00
1 Sr. Project Manager - RS Technology 2 Sr. Project Manager - RS Technology	Mike DiPiero Mike DiPiero	\$165 \$169 \$165 \$169	115 218 258 86 208 208 104 104 104 104 52 52 52 52 52 79 79 5 25 63 156 156 208 208 208 208 208 234 234 234 234 156 156 156	1717 \$ 288,841.00 2876 \$ 485,708.00
4 Sr. Project Manager - RS Technology	Mike DiPiero	\$165 \$169	65 15 25 63 156 156 208 208 208 208 234 234 234 234 364 364 364 364	3704 \$ 625,656.00
s/t Sr. Project Manager - Site/Civil Prelim Sr. Project Manager - Site/Civil	Tomas Molina / M.Younes Tomas Molina / M.Younes	\$165 \$169 \$165 \$169	6 123 474 452 363 350 250 393 290 363 240 342 20 204 261 287 409 505 71	5402 \$ 891,247.50 1910 \$ 315,067.50
1 Sr. Project Manager - Site/Civil	Tomas Molina / M.Younes	\$165 \$169	108 393 290 363 240 342 20 204 261 287 409	2916 \$ 481,140.00
2 Sr. Project Manager - Site/Civil s/t Sr. Project Manager - Construction	Tomas Molina / M.Younes Justin Delfino	\$165 \$169 \$165 \$169	505 71	576 \$ 95,040.00 8385 \$ 1,414,673.00
Sr. Project Manager - Construction Sr. Project Manager - Construction	Justin Delfino Justin Delfino	\$1 65 \$1 69		1737 \$ 292,089.00
2 Sr. Project Manager - Construction	Justin Delfino	\$165 \$169	200 30 25 63 156 156 208 208 208 208 234 234 234 234 156 156 156 156	3022 \$ 509,798.00
4 Sr. Project Manager - Construction s/t Program Controls Manager	Justin Delfino TBD / M.Glasser	\$165 \$169 \$165 \$169	2 25 63 156 156 208 208 208 208 234 234 234 364 364 364 364 132 15	3626 \$ 612,786.00 325 \$ 53,625.00
Prelim Program Controls Manager	TBD / M.Glasser	\$165 \$169	132 15 8	155 \$ 25,575.00
1 Program Controls Manager s/t Document Control	TBD / M.Glasser Vanessa Montes / TBD	\$165 \$169 \$65 \$67	26 95 25 12 1 5 5 1 207 304 300 242 250 192 396 430 349 362 332 140 224 243 436 406 434 39	170 \$ 28,050.00 5286 \$ 343,590.00
Prelim Document Control	Vanessa Montes / TBD	\$65 \$67	207 304 300 242 250 72	1375 \$ 89,375.00
1 Document Control 2 Document Control	Vanessa Montes / TBD Vanessa Montes / TBD	\$65 \$67 \$65 \$67	120 396 430 349 362 332 140 224 243 436 406 58 206 24	3496 \$ 227,240.00 230 \$ 14,950.00
3 Document Control	Vanessa Montes / TBD	\$65 \$67	104	104 \$ 6,760.00
4 Document Control s/t Document Control	Vanessa Montes / TBD Abdul Abdul-Hafiz	\$65 \$67 \$65 \$67	66 15 	81 \$ 5,265.00 8610 \$ 575,500.00
1 Document Control	Abdul Abdul-Hafiz (PH1-A18)	\$65 \$67	50 130 208 208 40	636 \$ 42,612.00
1 Document Control 2 Document Control	Abdul Abdul-Hafiz Abdul Abdul-Hafiz	\$65 \$67 \$65 \$67	99 55 133	919 \$ 61,265.00
4 Document Control	Abdul Abdul-Hafiz Abdul Abdul-Hafiz	\$65 \$67	152 266 129 85 156 156 184 208 208 208 234 234 234 234 156 156 156 156 156 113 33 85 156 156 184 208 208 208 208 234 234 234 234 364 364 364 364	3312 \$ 221,068.00 3743 \$ 250,555.00
s/t Change Management	Vanessa Montes	\$85 \$87		8638 \$ 750,052.00
1 Change Management 2 Change Management	Vanessa Montes Vanessa Montes	\$85 \$87 \$85 \$87	92 241 247 120 208 208 104 104 104 104 52 52 52 52 52 177 37 53 89 156 156 208 208 208 208 208 234 234 234 234 156 156 156 156	1740 \$ 150,714.00 3060 \$ 265,792.00
4 Change Management	Vanessa Montes	\$85 \$87	116 64 34 88 156 156 208 208 208 208 234 234 234 234 364 364 364 364	3838 \$ 333,546.00
s/t Administration Prelim Administration	Marina Nyugen Marina Nyugen	\$55 \$56 \$55 \$56	255 408 429 382 340 226 387 478 319 352 288 142 230 248 385 502 494 378 378 378 378 255 408 429 382 340 118	14459 \$ 803,185.10 1931 \$ 106,191.25
1 Administration	Marina Nyugen (PH1-A18)	\$55 \$56	50 130 208 208 40	636 \$ 35,616.00
1 Administration 2 Administration	Marina Nyugen Marina Nyugen	\$55 \$56 \$55 \$56	108 387 478 319 352 288 142 230 248 385 502 80 84 229 216	4678 \$ 258,147.35 3220 \$ 179,880.50
3 Administration	Marina Nyugen	\$55 \$56	91	91 \$ 5,005.00
4 Administration s/t Administration Support	Marina Nyugen Abdul Abdul-Hafiz / TBD	\$55 \$56 \$55 \$56	97 137 45 32 81 156 156 184 208 208 208 234 234 234 234 364 364 364 364	3904 \$ 218,345.00 3158 \$ 173,709.2 5
1 Administration Support	Abdul Abdul-Hafiz / TBD	\$55 \$56	244 376 382 161 222 254 470 440 120	2668 \$ 146,759.25
2 Administration Support 3 Administration Support	Abdul Abdul-Hafiz / TBD Abdul Abdul-Hafiz / TBD	\$55 \$56 \$55 \$56	236 30 100	266 \$ 14,630.00 100 \$ 5,500.00
4 Administration Support	Abdul Abdul-Hafiz / TBD	\$55 \$56	96 28	124 \$ 6,820.00
s/t Administration Support Prelim Administration Support	Jerry Martin Jerry Martin	\$55 \$56 \$55 \$56	28 56 113	197 \$ 10,835.00 197 \$ 10,835.00
s/t System Manager - LTE	N/A / DIPlero/Richmond/Hussain/Tricoci	\$160 \$164	8 176 5 44 22 40 130	425 \$ 67,920.00
Prelim System Manager - LTE 1 System Manager - LTE	Chuck Hnot N/A / DiPiero/Richmond/Hussain/Tricoci	\$160 \$164 \$160 \$164	8 176 5 44 22 40 130	184 \$ 29,440.00 241 \$ 38,480.00
s/t System Manager - LMR	Harry Rote / C.Odenthal	\$160 \$164	8 438 488 240 509 549 233 344 487 494 349 520 430 515 539	6143 \$ 982,800.00
Prelim System Manager - LMR Prelim System Manager - LMR	Ric Martin Harry Rote / C.Odenthal	\$160 \$164 \$160 \$164	8 438 488 240 408 147 3 101 402 140	1732 \$ 277,120.00 643 \$ 102,800.00
1 System Manager - LMR 1 System Manager - LMR	Harry Rote / C.Odenthal	\$160 \$164	90 344 487 494 349 520 430 515 539	3768 \$ 602,880.00
s/t System Manager - LMR	Mike DiPiero / TBD	\$160 \$164		1375 \$ 220,000.00
1 System Manager - LMR 2 System Manager - LMR	Mike DiPiero / TBD Mike DiPiero / TBD	\$160 \$164 \$160 \$164	433 384 96 237 40	913 \$ 146,080.00 277 \$ 44,320.00
3 System Manager - LMR	Mike DiPiero / TBD	\$160 \$164	100	100 \$ 16,000.00
4 System Manager - LMR s/t Entitlements Mgr/Sys Mgr - LMR	Mike DiPiero / TBD Tomas Molina	\$160 \$164 \$160 \$164	61 24 	85 \$ 13,600.00 7070 \$ 1,156,080.00
1 Entitlements Mgr/Sys Mgr - LMR	Tomas Molina	\$160 \$164	78 241 233 208 208 208 104 104 104 104 52 52 52 52	1800 \$ 293,924.00
2 Entitlements Mgr/Sys Mgr - LMR 4 Entitlements Mgr/Sys Mgr - LMR	Tomas Molina Tomas Molina	\$160 \$164 \$160 \$164	228 125 207 156 156 156 208 208 208 208 234 234 234 234 78 100 60 156 156 156 208 208 208 208 234 234 234 234	2796 \$ 457,132.00 2474 \$ 405,024.00
s/t System Design - Backbone Network	Roy Cuevas / S.Gehring	\$155 \$159	15 491 489 114 261 311 200 240 210 292 456 398 416 230 259 212 520	11874 \$ 1,871,396.50
System Design - Backbone Network System Design - Backbone Network	Roy Cuevas / S.Gehring Roy Cuevas / S.Gehring	\$155 \$159 \$155 \$159	15 491 489 114 261 311 200 240 210 292 456 64 126 175 209 86 208 208 104 104 104 104 52 52 52 52 52 109 191 147 25 63 156 156 208 208 208 208 208 234 234 234 234 156 156 156 156	4779 \$ 746,007.50 3130 \$ 496,318.00
System Design - Backbone Network	Roy Cuevas / S.Gehring Roy Cuevas / S.Gehring	\$155 \$159 \$155 \$159	87	87 \$ 13,485.00
4 System Design - Backbone Network	Roy Cuevas / S.Gehring	\$155 \$159 \$155 \$159	56 143 55 25 63 156 156 208 208 208 208 234 234 234 234 364 364 364 364 364 364 364 364 364 3	3878 \$ 615,586.00 13183 \$ 2,076,567.5 0
s/t System Design - RF Network Prelim System Design - RF Network	Harry Rote / T.Tricoci Miscellaneous	\$1 55 \$1 59	276 276 105 665 57 456 484 40 72 73 416 561 493 454 436 520 52	1378 \$ 2,076,567.50
System Design - RF Network	Harry Rote / T.Tricoci	\$155 \$159	456 484 40 72 73 416 561 73 79 215 240 208 208 208 104 104 104 104 52 52 52 52	3957 \$ 619,209.50
2 System Design - RF Network 3 System Design - RF Network	Harry Rote / T.Tricoci Harry Rote / T.Tricoci	\$155 \$159 \$155 \$159	232 238 123 220 156 156 156 208 208 208 208 234 234 234 234 156 156 156 156 93	3672 \$ 581,480.00 93 \$ 14,415.00
4 System Design - RF Network	Harry Rote / T.Tricoci Nalani Whatley	\$155 \$159 \$160 \$164	96 138 98 60 156 156 156 208 208 208 208 234 234 234 234 364 364 364 364	4083 \$ 647,873.00
s/t Supply and Staging - Site Equipment			202 247 210 210 345 367 388 227 208 52 520 520 520 520 520 520 520 520 520	7656 \$ 1,246,800.00

JACOBS LA-RICS RESOURCE ALLOCATION 2012-2020

		OLD COLA	2012 2013 2014 2015 2016 2017 2018 2019 2020	Tota
Phase Job Title	Employee Name	Rate Rate	Q1 Q2 Q3 Q4 Q1	Hours
1 Supply and Staging - Site Equipment 2 Supply and Staging - Site Equipment	Nalani Whatley Nalani Whatley	\$160 \$164 \$160 \$164	202 247 210 210 345 82 115 184 44 104 104 104 52 52 52 52 116 83 208 208 208 234 234 234 234	2159 \$ 1759 \$
3 Supply and Staging - Site Equipment	Nalani Whatley	\$160 \$164	211 278 112 24 52 520 520 311	2028 \$
4 Supply and Staging - Site Equipment s/t Site Assessment	Nalani Whatley Alexander Van Elden	\$160 \$164 \$142 \$145	40 28 82 208 208 208 234 234 234 234 160 242 83 83 82 82 82 82 82 82 82 82 82 82 82 82 82	1710 \$ 485 \$
Prelim Site Assessment	Alexander Van Elden	\$142 \$145	160 242 160 242	402 \$
1 Site Assessment s/t Constructibility/Design Review	Alexander Van Elden Terry Forehand	\$142 \$145 \$142 \$145	83 22	83 \$ 22 \$
Prelim Constructibility/Design Review Prelim Constructibility/Design Review	Terry Forehand	\$142 \$145 \$142 \$145	22	22 \$
s/t Team Leader - P.E. Technology	Rafael Santillan	\$155 \$159		8733 \$
1 Team Leader - P.E. Technology 2 Team Leader - P.E. Technology	Rafael Santillan Rafael Santillan	\$155 \$159 \$155 \$159	229 243 208 208 208 104 104 104 104 52 52 52 52 154 217 208 208 208 208 208 208 208 234 234 234 234 156 156 156 156	1720 \$ 3387 \$
4 Team Leader - P.E. Technology	Rafael Santillan	\$155 \$159	30 60 104 104 104 208 208 208 208 234 234 234 234 364 364 364 364	3626 \$
s/t Team Leader - P.E. Technology 1 Team Leader - P.E. Technology	Ed Jones / TBD Ed Jones / TBD	\$155 \$159 \$155 \$159	201	333 \$ 201 \$
4 Team Leader - P.E. Technology	Ed Jones / TBD	\$155 \$159	132	132 \$
s/t P.E. Technology - 1 Prelim P.E. Technology - 1	TBD / R.Westrope Ramin Hafezi	\$150 \$154 \$150 \$154	272 256 8 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	536 \$ 528 \$
1 P.E. Technology - 1	TBD / R.Westrope	\$150 \$154	8	8 \$
s/t P.E. Technology - 2	Tim Smoak Tim Smoak	\$150 \$154	160 136	296 \$
Prelim P.E. Technology - 2 s/t P.E. Technology - 3	Daniel Walker	\$150 \$154 \$150 \$154	160 136 136 136 136 137 138 139 130 148 120 120 40 288 372 520	296 \$ 9079 \$
relim P.E. Technology - 3	Rajit Jhaver	\$150 \$154	105 26	131 \$
1 P.E. Technology - 3 2 P.E. Technology - 3	Daniel Walker Daniel Walker	\$150 \$154 \$150 \$154	120 120 320 168 40 201 147 208 208 104 104 104 104 52 52 52 52 52 43 113 208 208 208 208 208 208 234 234 234 234 156 156 156 156	2156 \$ 2964 \$
4 P.E. Technology - 3	Daniel Walker	\$150 \$154	120 120 44 112 104 104 208 208 208 208 234 234 234 234 364 364 364 364	3828 \$
s/t P.E. Technology - 4 elim P.E. Technology - 4	Ed Jones / TBD David Brooks	\$150 \$154 \$150 \$154	48 62 48 62	1764 \$
P.E. Technology - 4 P.E. Technology - 4	Ed Jones / TBD	\$150 \$154	142 120 366 462 160	1250 \$
P.E. Technology - 4	Ed Jones / TBD	\$150 \$154 \$150 \$154	142 191 71	142 \$ 262 \$
4 P.E. Technology - 4 s/t P.E. Technology - 5	Ed Jones / TBD TBD	\$150 \$154 \$150 \$154	96	262 \$ 96 \$
elim P.E. Technology - 5	Luis Camarillo	\$150 \$154	96	96 \$
1 Labor Compliance 1 Labor Compliance	TBD / C.Camacho TBD / C.Camacho	\$150 \$154 \$150 \$154	36 36 36 36 36 36 36 36 36 36 36 36 36 3	36 \$ 36 \$
s/t Team Leader - Site/Civil	Ed Jones	\$155 \$159	364 408 372 520 5	8424 \$
1 Team Leader - Site/Civil 2 Team Leader - Site/Civil	Ed Jones Ed Jones	\$155 \$159 \$155 \$159	203 189 147 208 208 104 104 104 104 52 52 52 52 135 175 113 192 192 208 208 208 208 234 234 234 234 156 156 156 156	1579 \$ 3199 \$
4 Team Leader - Site/Civil	Ed Jones	\$155 \$159	26 44 112 120 120 208 208 208 208 234 234 234 234 364 364 364 364	3646 \$
s/t Team Leader - Site/Civil Team Leader - Site/Civil	Preeti Parthasarathy / R.Vannorsdall Preeti Parthasarathy / R. Vannorsdall	\$155 \$159 \$155 \$159	150 174 325 154 215 112 402 464 311	2307 \$ 1585 \$
Team Leader - Site/Civil	Preeti Parthasarathy / R.Vannorsdall Preeti Parthasarathy / R.Vannorsdall	\$155 \$159 \$155 \$159	150 174 325 154 215 112 402 53 464 258	722 \$
s/t P.E. SIte/Civil - 1	TBD / G.Hayase	\$150 \$154	196 314 20 104 228 432 130 246 36	1706 \$
relim P.E. Site/Civil - 1 P.E. Site/Civil - 1	Salim Sioufi TBD / G.Havase	\$150 \$154 \$150 \$154	196 314 20 104 228 432 130 246 36	634 \$ 1072 \$
s/t P.E. Site/Civil - 1	Ron De Los Santos	\$150 \$154	191 116	307 \$
1 P.E. Site/Civil - 1 s/t P.E. Site/Civil - 2	Ron De Los Santos Frank He	\$150 \$154 \$150 \$154	191 116 312 206	307 \$ 1543 \$
elim P.E. Site/Civil - 2	Peter Jambritis	\$150 \$154	312 206	518 \$
1 P.E. Site/Civil - 2 s/t P.E. SIte/Civil - 3	Frank He TBD / J.Delfino	\$150 \$154 \$150 \$154	80 190 66 163 158 256 112 118 213 16 279 58 236 136 248 334 457 66	1025 \$ 2161 \$
elim P.E. Site/Civil - 3	Kapiji Kamara / Bill Clark	\$150 \$154 \$150 \$154		331 \$
1 P.E. Site/Civil - 3	TBD / J.Delfino	\$150 \$154	16 279 58 236 136 248 334	1307 \$
2 P.E. Site/Civil - 34 P.E. Site/Civil - 3	TBD / J.Delfino TBD / J.Delfino	\$150 \$154 \$150 \$154	452 62 5 4	514 \$ 9 \$
s/t P.E. Site/Civil - 4	Riad El Masri	\$150 \$154	15 27 216 50 236 136 288 436 434 370 252 348 289 520 5	10377 \$
1 P.E. Site/Civil - 4 2 P.E. Site/Civil - 4	Riad El Masri Riad El Masri	\$150 \$154 \$150 \$154	15 27 216 50 236 136 288 436 194 174 191 117 208 208 104 104 104 104 52 52 52 52 52 429 167 87 123 86 208 208 208 208 208 208 234 234 234 234 156 156 156 156	3120 \$ 3700 \$
4 P.E. Site/Civil - 4	Riad El Masri	\$150 \$154	5 9 -9 34 86 104 104 208 208 208 208 234 234 234 234 364 364 364 364	3557 \$
s/t P.E. Site/Civil - 5 1 P.E. Site/Civil - 5	Steven Sanchez Steven Sanchez	\$150 \$154 \$150 \$154	95 60 236 126 248 385 391 480 477 508 520 520 520 520 520 520 520 520 520 520	10806 \$ 2946 \$
2 P.E. Site/Civil - 5	Steven Sanchez	\$150 \$154	387 322 274 273 208 208 208 208 208 208 208 208 234 234 234 234 156 156 156 156	4272 \$
4 P.E. Site/Civil - 5 s/t P.E. SIte/Civil - 6	Steven Sanchez	\$150 \$154	4 8 40 104 104 104 208 208 208 208 234 234 234 234 364 364 364 1 115 60 100	3588 \$ 274 \$
1 P.E. Site/Civil - 6 P.E. Site/Civil - 6	Rokas Markevicius Rokas Markevicius	\$150 \$154 \$150 \$154	115 60 100 115 60 100	274 \$
s/t P.E. Site/Civil - 7	TBD	\$150 \$154	520 520 520 520 520 520 520 520 520 520	6760 \$
1 P.E. Site/Civil - 7 2 P.E. Site/Civil - 7	TBD TBD	\$150 \$154 \$150 \$154	208 104 104 104 104 52 52 52 52 208 208 208 208 208 234 234 234 234 156 156 156 156	832 \$ 2600 \$
4 P.E. Site/Civil - 7	TBD	\$150 \$154	104 208 208 208 208 234 234 234 234 364 364 364 364	3328 \$
s/t P.E. SIte/CIVII - 8	N/A Alexander Van Fiden	\$150 \$154 \$150 \$154	66 230	296 \$
s/t P.E. Site/Civil - 9	Dayton Larson	\$153 \$154	16	16 \$
1 P.E. Site/Civil - 9	Dayton Larson Michael Molinari / Shah Deen	\$150 \$154 \$110 \$113	16	16 \$ 5094 \$
5/t Electrical / Structural Engineer Electrical / Structural Engineer	Michael Molinari / Shah Deep Michael Molinari / Shah Deep	\$110 \$113 \$110 \$ 113	2 203 245 339 351 351 351 351 351 351 351 351 351 351	6094 \$ 4650 \$
4 Electrical / Structural Engineer	Michael Molinari / Shah Deep	\$110 \$113	15 39 39 39 39 39 39 39 39 39 39 39	444 \$
/t Contract Compliance - Internal	Tom Bugbee Tom Bugbee	\$160 \$164 \$160 \$ 164	16	16 \$
t Contract Compliance - Internal	Angelica VIIIicana / T.Ritchie	\$160 \$164	4 14 6 16 4 12 12 6 6 6 6 13 25 18 26 9 15 41 41 41 41 41 41 41 41 41 41 41 41 26	757 \$
lim Contract Compliance - Internal Contract Compliance - Internal	Angelica Villicana / T.Ritchie Angelica Villicana / T.Ritchie	\$160 \$164 \$160 \$164	4 14 6 16 4 12 12 6 6 6 6 13 25 18 26	44 \$ 130 \$
Contract Compliance - Internal	Angelica Villicana / T.Ritchie Angelica Villicana / T.Ritchie	\$160 \$164	12 12 0 0 0 0 13 25 18 20	9 \$
Contract Compliance - Internal	Angelica Villicana / T.Ritchie	\$160 \$164	15 41 41 41 41 41 41 41 41 41 41 41 41 41	574 \$
5/t Community Outreach Community Outreach	Katz Misc. Katz Misc Subs	\$158 \$162 \$195 \$200		7249 \$ 65 \$
1 Community Outreach	Katz Misc Bemis	\$95 \$97	154	154 \$
1 Community Outreach	Katz Misc Bemis Katz Misc Bemis	\$85 \$87 \$25 \$26	827 70	827 \$
1 Community Outreach 1 Community Outreach	Katz Misc Bemis Katz Misc.	\$35 \$36 \$195 \$200	70 561 1085 611 510 262 114 74 28	70 \$ 3244 \$
1 Community Outreach	Katz Misc LMR Only Amendment #18	\$195 \$200	386 1262 777 285 37 142	2889 \$
s/t Website Design	Camilo V. / Stephan A. Camilo V. / Stephan A. (PH1-A18)	\$130 \$133 \$130 \$133	49	49 \$
1 Website Design				2915 \$

JACOBS LA-RICS RESOURCE ALLOCATION 2012-2020

			OLD	COLA	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Phase	Job Title	Employee Name	Rate		Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	4 Q1 Q2 Q3 Q4	Q1 Q2 Q3 C	Q1 Q2 Q3	Q4 Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3	Q4
Prelim	Scheduling	Devang Dedhia / Elgin Mathis	\$142		182 27 52									
1	Scheduling	Steve Reinhardt	\$142	4	102 27 32		0 500 343 331 37	5 151 224 229						
s/t	Scheduling	John Matsumoto	\$142						97 120 189 200	139 158 132 260 260	260 260 260 260	260 260 260 260	260 260 260	260
1	Schedulina	John Matsumoto	\$142						97 120	,	200 200 200 200	100 100 100 100	100 100 100	
2	Schedulina	John Matsumoto	\$142						189 200	139 105				
4	Schedulina	John Matsumoto	\$142								260 260 260 260	260 260 260 260	260 260 260	260
s/t	Estimating	Roland Bradley	\$142					9						
1	Estimating	Roland Bradley	\$142					9						
s/t	Estimating	Bob Petri / R.Schneider	\$142		65					40 100 100 100	100 100 100 100	1 100 100 100 100	100 100 100 1	100
relim	Estimating	Bob Petri / R.Schneider	\$142		65					10 100 100 100	100 100 100 100	100 100 100 100	100 100 100	100
2	Estimating	Bob Petri / R.Schneider	\$142		00					40 100 100 100	100 100 100 100	100 100 100 100	100 100 100	100
s/t	Telecomm	Raquel Barnas / Tanya Roth	\$110					1 1 1 2	05 349 300 362 3		100 100 100 100	100 100 100 100	100 100 100	100
1	Telecomm	Raquel Barnas / Tanya Roth (PH1-A18)	\$110						00 347 300 302 3	200 160				
1	Telecomm	Raquel Barnas / Tanya Roth	\$110					າ	05 349 300 183					
2	Telecomm	Raquel Barnas / Tanya Roth	\$110	4				2	05 344 300 183	123				
1	Telecomm	Raquel Barnas / Tanya Roth	\$110	4					170	227 47				
s/t	Telecomm	Raquel Barnas / Tanya Roth	\$110						179		520 520 520 520	520 520 520 520	520 520 520	520
3/l	Telecomm	Raquel Barnas / Tanya Roth Raquel Barnas / Tanya Roth (PH1-A18)	\$110								020 020 020 020	020 020 020 020	020 020 020	320
1	Telecomm	Raquel Barnas / Tanya Roth Raquel Barnas / Tanya Roth	\$150							360 520 174	104 104 104 104	E2 E2 E2 E2		
2	Telecomm	Raquel Barnas / Tanya Roth	\$150							186 80		52 52 52 52	154 154 157	1 5 4
2	Telecomm		\$150	4.00						80		234 234 234 234 234 234 234 234		156 364
4		Raquel Barnas / Tanya Roth	Ψ100	Ψ100		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 412 410 270 25	1 107 10 207 2	(F 470 222 F7	80	208 208 208 208	234 234 234 234	364 364 364	364
s/t	Environ - Manager	Jim Hoyt	\$160				1 412 410 260 25							
	Environ - Manager	Jim Hoyt	\$160			25	1 412 410 260 25	1 187 12 327 3		400 400 400 400 400	I and I and I and I and	I ann I ann I ann I ann		
s/t	Environ - Sr. Project Manager	JIm Hoyt	\$168						2/4 4	139 409 390 390 390			390 390 390	390
1	Environ - Sr. Project Manager	Jim Hoyt (LMR-PH1-9.2.4)	\$165							60 148 156 156	78 78 78 78	39 39 39 39		
1	Environ - Sr. Project Manager	Jim Hoyt (LMR-PH1-9.2.6)	\$165						274					
2	Environ - Sr. Project Manager	Jim Hoyt	\$165	4						125 121 117 117		176 176 176 176		117
4	Environ - Sr. Project Manager	Jim Hoyt	\$165									176 176 176 176		273
s/t	Environ - Lead (2)	G.Fink/C.Rykaczewski/D.Herrington	\$160			36	347 847 463 48					390 390 390 390	390 150	
1	Environ - Lead (2)	G.Fink/C.Rykaczewski/D.Herrington	\$160			36	347 847 463 48	9 486 447 454 5	12 490 448 488 !	522 266	2069			
2	Environ - Lead (2)	G.Fink/C.Rykaczewski/D.Herrington	\$160							11		390 390 390 390	390 150	
s/t	Environ - Subject Matter Expert (2)	Bruce Palmer / Palge Peyton	\$160						50 719 566 844 1		1030			
1	Environ - Subject Matter Expert (2)	Bruce Palmer / Paige Peyton	\$160	Ψ101			01 007 000 71	, 000 121 701 7	50 719 566 844 1	001 107	1030			
s/t	Environ - Sr. Specialist (8)	Abom/Asendorf/Charleton/Chenault/Defend	\$150						807 1082 867 353 4		297			
1	Environ - Sr. Specialist (8)	Abom/Asendorf/Charleton/Chenault/Defend	\$150						307 1082 867 353		297			
s/t	Environ - Specialist (7)	Duncan/Sequin/Touchin/Turner	\$130						203 782 440 442 6		336			
1	Environ - Specialist (7)	Duncan/Sequin/Touchin/Turner	\$130				65 368 842 87	5 1650 430 503 12	203 782 440 442	547 192	336			
s/t	Environ - Sr. Specialist	David Chariton	\$150								390 260 260 260			
2	Environ - Sr. Specialist	David Charlton	\$150	4						228 358 390 390	0.0 000 000 000	260 260 260 260		
s/t	Environ - Specialist	Dan Woodward	\$130								390 260 260 260			
2	Environ - Specialist	Dan Woodward	\$130	4.00						234 390 390 390	0.0 -00 -00	260 260 260 260	260	
s/t	Environ - GIS/Graphics Specialist (3)	Davis/Priest/Yellitsetti	\$130						83 217 391 262 3		255			
1	Environ - GIS/Graphics Specialist (3)	Davis/Priest/Yellitsetti	\$130						83 217 391 262 2		255			
s/t	Environ - Technical Editor (1)	Linda St. John	\$100						05 164 8 24		70			
1	Environ - Technical Editor (1)	Linda St. John	\$100					24 29 264 2	05 164 8 24	26 9	70			
s/t	Environ - Administration	G.Cross / C.Norlega	\$58	\$56			10 10 85							
1	Environ - Administration	G.Cross / C.Noriega	\$55				10 10 85							
s/t	Cultural Sr. Subcontractor	Paleo Solutions, Inc.	\$130	\$133			21 129 61	104 1 7	3 1 1 1	3 2	11			
1	Cultural Sr. Subcontractor	Paleo Solutions, Inc.	\$130				21 129 61	104 1 7	3 1 1	3 2	11			
s/t	Cultural Subcontractor	Paleo Solutions, Inc.	\$110	\$113			180 74 62	3 1661 204 181 3	35 24 11 28	29 5	22			
1	Cultural Subcontractor	Paleo Solutions, Inc.	\$110	\$113						29 5	22			
s/t	Biological Sr. Subcontractor	GeomorphIS, Inc.	\$130	\$133			191 12	3						
1	Biological Sr. Subcontractor	GeomorphIS, Inc Subs	\$130				12							
1	Biological Sr. Subcontractor	GeomorphIS, Inc.	\$130	\$133			191							
s/t	Total	Total			157 4100 4440 354	3 2753 1989 1510 511	14 (040 7121 7020 0/0	2 0//0 /001 0F12 12	1000 10004 10701 0001	8799 8539 7857 10798 1132	1 12404 12522 11444 1144	4 11474 11474 11474 1147	4 10024 0274 0100	200/

	D.	40,470.00
2630	\$	373,460.00
4795	\$	692,680.00
337	\$	47,854.00
633	\$	90,201.00
3825	\$	554,625.00
9	\$	1,278.00
9	\$	1,278.00
1605	\$	232,530.00
65	\$	9,230.00
1540	\$	223,300.00
2147	\$	237,871.00
360	\$	40,680.00
1211	\$	133,376.00
123	\$	13,899.00
453	\$	49,916.00
7640	\$	1,146,000.00
1054	\$	158,100.00
810	\$	121,500.00
2472	\$	370,800.00
3304	\$	
		495,600.00
3333	\$	533,280.00
3333	\$	533,280.00
6972	\$	1,175,333.50
988	\$	166,972.00
892	\$	147,813.50
2274	\$	384,306.00
2818	\$	476,242.00
11633	\$	1,883,633.00
8363	\$	1,347,353.00
3270	\$	536,280.00
9590	\$	1,540,186.00
9590	\$	1,540,186.00
9778	\$	1,468,586.50
9778	\$	1,468,586.50
8773	\$	1,142,105.00
8773	\$	1,142,105.00
3836	\$	590,744.00
3836	\$	590,744.00
3874	\$	515,242.00
3874	\$	515,242.00
3952	\$	514,814.00
3952	\$	514,814.00
936	\$	93,706.00
936	\$	93,706.00
104	\$	5,737.50
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104 342	\$	44,467.25
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104 342 342 3082 3082 314	\$ \$ \$	44,467.25 339,052.25

Ar	nendr	nent 25
PH0	\$	2,341,038
PH1	\$	19,904,270
PH2	\$	10,819,585
PH3	\$	433,020
PH4	\$	10,530,378
ODC	\$	850.050.00

Amend. 25 LMR Total: \$ 44,878,342

	Variar	nce
PH0	\$	-
PH1	\$	3,606,103
PH2	\$	7,667,672
PH3	\$	-
PH4	\$	6,231,671
ODC	\$	250,000

Amend. 25 Increase: \$\ \ \ 17,755,447



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

April 6, 2017

LA-RICS Board of Directors

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

Dear Directors:

AMENDMENT NO. 11 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 11 to the Professional Broadband Engineering Consulting Services Agreement (Agreement) with Televate, LLC (Televate) to (1) make adjustments to certain liability provisions for contractor, Televate, and certain flow-down provisions to Televate's Subcontractor, Ericsson, related to a limited scope of work related to Long Term Evolution (LTE) training and support services and (2) to secure a license for the Authority and FirstNet, and their respective members and agents, and access to Ericsson's training materials being provided as part of the scope of work. These services are only approximately \$600,000 of the \$8,741,978 contract with Televate.

RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director to execute Amendment No. 11, substantially similar in form to the Enclosure, to make certain adjustments to liability provisions for Televate related to a very limited scope of work, and to the flow-down provisions to Televate's Subcontractor, Ericsson, with respect to the same very limited scope of work for LTE training and support services for the Public Safety Broadband Network (PSBN). This Amendment No. 11 also secures a license for the Authority, FirstNet, and their respective members and agents, to Ericsson's training materials.

BACKGROUND

Televate is enlisting the assistance of Ericsson to provide training services and associated materials to the Authority to configure Ericsson's equipment. The value of this work is only approximately \$600,000. Ericsson can accommodate Televate's request to provide the necessary training; however, due to business reasons given the limited value of the work, Ericsson is unable to comply with all the requirements of the contract between the Authority and Televate, in particular the limit of liability, insurance and performance security (Ericsson is a self-insured company), documentation delivery, and proprietary considerations related to intellectual property, and the most favored public entity clause.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize Amendment No. 11, which contemplates among other things, to make adjustments to Televate's limitation of liability, and to certain flow-down provisions to Televate's subcontractor, Ericsson, related to a limited scope of work related to LTE training and support services, and delegate authority to the Executive Director to execute the amendment. Televate's liability will be capped to the costs paid by the Authority for the work, whereas Ericsson, its subcontractor, has a cap of ten (10) times the amount paid to Ericsson or \$6 million dollars, whichever is greater.

The amendment contemplates that certain provisions that currently exist in Televate's contract be flowed down to Subcontractor, Ericsson, to be limited or excluded. Televate's Subcontractor, Ericsson, is providing LTE training and support services. Ericsson requested certain provisions be limited or excluded, in particular, limiting liability to the aggregate of an amount that is ten (10) times the amount paid to Ericsson, or for \$6,000,000, whichever is greater; exclusion from clauses related to Insurance and Performance Security as well as documentation delivery; adjusting the proprietary and intellectual property requirements; and excluding the most favored public entity provision. With respect to the proprietary and intellectual property requirements, Ericsson will be granting the Authority, FirstNet, and their respective members and agents, an irrevocable and perpetual license to use the training materials. The Authority will not own the intellectual property to Ericsson's processes, inventions, and materials.

Given the very limited scope being performed by Ericsson related to LTE training services in the value of approximately \$600,000, these adjustments to the flow down provisions can be accommodated. In addition, the amendment also contemplates Ericsson to allow access to all of its training materials to the Authority, FirstNet, and their respective members and agents. Further, Televate's requirements to fully comply with the Agreement terms and conditions remain for all work scope assigned to it, including for any work that is subcontracted out.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will execute Amendment No. 11, substantially similar in form to the Enclosure.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

JA:pl

M:\TELEVATE\2 AMENDMENTS\AMENDMENT 11 (DRAFT)\1 Televate Amendment 11 Board Letter 03.31.17.docx

Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER ELEVEN

TO AGREEMENT NO. 004

PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Eleven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 11") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of April _______, 2017 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 Number One, 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 Number Two, 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 Number Three, 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 Number Four, 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 Number Five, 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 Number Six, 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 Number Seven, 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 Number Eight, 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, 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 Number Nine, 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. Ten, 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 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 Authority and Consultant desire to further amend the Agreement to (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 this Amendment No. 11.

WHEREAS, this Amendment No. 11 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. 11, and for other valuable consideration,

the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 11 refer to sections of the Agreement, as amended by this Amendment No. 11.

2. Amendments to Agreement.

- 2.1 The parties agree and acknowledge that Section 17 (Indemnification) of the Agreement, in particular the limit of liability of each of Consultant and Subcontractor, with respect to all Work related to LTE Training and "Services") services (the performed bγ Consultant's Subcontractor, Ericsson, is limited, respectively, as follows: Each of Consultant's and Subcontractor's liability to the Authority for any actual direct damages, including all liabilities arising out of or related to the Statement of Work ("SOW") under the subcontract between Consultant and Subcontractor ("Subcontract"), from any cause or causes, and regardless of the legal theory, whether based on contract, equity, indemnity, tort (including the other party's negligence), intended conduct, strict liability, or statutory liability or otherwise, shall not: (i) with respect to Subcontractor, in the aggregate exceed the greater of ten (10) times the amounts paid to Subcontractor under the Subcontract's SOW giving rise to the claim or six million dollars (\$6,000,000.00), and (ii) with respect to Consultant, in the aggregate exceed the amounts due and owing to Consultant for the Services under the Subcontract, plus interest. Consultant's liability arising out of this Subcontract shall be limited to the compensation that Consultant received for the Services. In no event shall either Consultant or Subcontractor be liable, with respect to the Services, for any consequential, incidental, indirect or special damages, however caused, whether under theory of contract, tort (including negligence), or otherwise, even if Consultant or Subcontractor has been advised of the possibility of such damages. All other terms and conditions of Section 17 (Indemnification) shall remain in full force and effect. In addition, the above amendments shall not increase or otherwise expand Consultant's liability under Section 16.8 (Consultant Liability).
- 2.2 The parties agree and acknowledge that Section 18 (Insurance and Performance Security) is excluded for Consultant's Subcontractor, Ericsson, only. All other terms and conditions of Section 18 (Insurance and Performance Security) shall remain in full force and effect. In addition, Consultant shall not be required to deliver documentation pursuant to Section 16.9 (2) (Documentation of Subcontractor) with respect to Consultant's Subcontractor, Ericsson.

- 2.3 The parties agree and acknowledge that Section 23 (Proprietary Considerations) of the Agreement, with respect to all Work performed by Consultant's Subcontractor, Ericsson, is limited to exclude proprietary and/or intellectual property resulting from all LTE Training and Support services (the "Services") Work performed by Consultant's Subcontractor, Ericsson. In particular, with respect to such exclusion, Subcontractor, on behalf of itself and its subcontractors, reserves all proprietary rights in and to (i) all methodologies, designs, engineering details, and other data pertaining to the Services and the materials delivered; (ii) all original works, computer programs and updates developed in the course of providing the Services; (iii) discoveries, inventions, patents, know-how and techniques arising out of the Services; and (iv) any and all products (including software and equipment) developed as a result of the Services. The parties agree and acknowledge that the performance by Subcontractor of Services shall not be deemed work for hire. All other terms and conditions of Section 23 (Proprietary Considerations) shall remain in full force and effect.
- 2.4 The parties agree and acknowledge that Section 23.4.2 (Reproduction Rights) is amended by adding the following with respect to the LTE Training and Support services (the "Services") Work performed by Consultant's Subcontractor, Ericsson: Subcontractor grants to the Authority and FirstNet a perpetual, irrevocable, exclusive, world-wide, paid up license to use, copy and modify the materials produced by Subcontractor and delivered to the Authority in the performance of Services solely for the Authority's, Authority's members, and FirstNet's internal business purposes. Such license shall extend to other subcontractors working on the Authority's and/or FirstNet's behalf, except to subcontractors who are competitors of Subcontractor. The Authority will, and the Authority will require FirstNet to, request approval for each such subcontractor before any sublicense may be granted. It is understood between the parties that Subcontractor will employ its knowhow, techniques, concepts, experience and expertise, as well as all other intellectual property, including that to which it reserves its rights, to perform services the same as or similar to the Services for others.
- 2.5 The parties agree and acknowledge that Section 48 (Most Favored Public Entity) of the Agreement is excluded for Consultant's Subcontractor, Ericsson, only. All other terms and conditions of Section 48 (Most Favored Public Entity) shall remain in full force and effect.
- 3. <u>Amendment to Agreement Exhibit.</u>
 - 3.1 Exhibit D (Administration of Agreement) is deleted in its entirety and replaced with Exhibit D (Administration of Agreement), attached to this Amendment No. 11, which is incorporated by this reference.

- 4. This Amendment No. 11 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 11;
 - 4.2 Counsel to the Authority has approved this Amendment No. 11 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 11; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 11.
- 5. Except as expressly provided in this Amendment No. 11, 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. 11 on behalf of Consultant represent and warrant that the person executing this Amendment No. 11 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 11, and that all requirements of Consultant to provide such actual authority have been fulfilled.
- 7. This Amendment No. 11 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 ELEVEN

TO AGREEMENT NO. 004 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 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
Ву:	Ву:
Scott Edson Executive Director	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	

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project 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

Authority Project Director Designees

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

Wendy Stallworth-Tait LA-RICS Executive Assistant 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Telephone No.: (323) 881-8311

Email: Wendy.Stallworth-Tait@la-rics.org

1.2 Authority Project Manager

Ted Pao Information Technology Specialist 2525 Corporate Place, Suite 200 Monterey Park, CA 91754 Telephone No.: (323) 881-8028

Email: tpao@lasd.org

2. Contractor Key Personnel

2.1 Contractor Project Director

Joseph J. Ross Senior Partner 8229 Boone Boulevard, Suite 720 Vienna, VA 22182

Telephone No.: (703) 639-4202 Email: jross@televate.com

2.2 Contractor Project Manager

Joseph J. Ross Senior Partner 8229 Boone Boulevard, Suite 720 Vienna, VA 22182

Telephone No.: (703) 639-4202 Email: jross@televate.com

2.3 Authorized Agents

A. Richard Burke Managing Partner 8229 Boone Boulevard, Suite 270 Vienna, VA 22182 Telephone No.: (703) 639-4201

Email: <u>rburke@televate.com</u>

Joseph J. Ross Senior Partner 8229 Boone Boulevard, Suite 720 Vienna, VA 22182

Telephone No.: (703) 639-4202 Email: jross@televate.com

2.4 Contractor's Office

8229 Boone Boulevard, Suite 720 Vienna, VA 22182