

# **AGENDA**

# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

#### **BOARD OF DIRECTORS MEETING**

Thursday, May 4, 2017 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 223 through 227
Los Angeles, CA 90032

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

#### AGENDA POSTED: April 28, 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 <a href="http://www.la-rics.org">http://www.la-rics.org</a>.

#### 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. April 6, 2017 Regular Meeting MinutesAgenda Item A
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR (None)
- VI. REPORTS (B-C)
  - **B.** Director's Report Scott Edson

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-J)

F. AMENDMENT NO. 12 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES



It is recommended that your Board:

- Approve Amendment No. 12, which contemplates among other things, an extension to the term of the Televate Agreement to complete certain areas of the PSBN Round 2 PIP, specifically the acquisition of rapid response vehicles, connecting outside agencies' Public Safety Enterprise Networks (PSENs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center; as well as to allow Televate to continue assisting the Authority with ongoing PSBN operations.
- 2. Approve an increase to the Maximum Contract Sum in the amount of \$2,764,332 from \$8,741,978 to \$11,506,310 to cover the cost of Work related operations and onboarding of users as well as to PSBN Round 2 PIP.

Agenda Item F

G. APPROVE AMENDMENT NO.24 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

- Approve Amendment No. 24 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the Enclosure, which revises the Agreement to reflect the following:
  - a. Find that exercising Phase 5 (PSBN Maintenance) Work previously found exempt by the Board does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that this activity is exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, also remains unchanged.
  - b. Extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) commencing on June 1, 2017, and expiring on May 31, 2018, unless sooner terminated or extended in whole or in part in the amount of \$2,991,000. This results in a cost decrease in the amount of \$2,689,683, when taking the first year Maintenance cost of \$5,955,683, currently set forth in the Agreement, into consideration.



- c. Exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance).
- d. Revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000.
- e. Decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increase and decrease into consideration.
- Delegate authority to the Executive Director to execute Amendment No. 24, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed (NTP) for this Work.

Agenda Item G

# H. AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY NON-STATE AGENCY SERVICE POLICY AND AGREEMENT

It is recommended that your Board:

Delegate authority to the Executive Director or his designee to execute an Agreement, substantially similar in form to the Enclosure and submit supporting documentation to the CDT/Statewide Telecommunications and Network (STN), for review to attain an "Authorized Agency" status and have the ability to access competitively priced telecommunications services through a contract with CALNET 3.

Agenda Item H

# I. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF EXECUTIVE DIRECTOR AND ALTERNATE APPOINTMENT

It is recommended that your Board:

It is recommended that your Board appoint the Executive Director as the LA-RICS Alternate designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.



Agenda Item I

# J. DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR OF LA-RICS TO SIGN MINISTERIAL PERMIT APPLICATIONS AND/OR PERMITS

It is recommended that your Board:

Delegate authority to the Executive Director to sign ministerial permit applications and related permits. This Board delegation would enable the Executive Director to sign the United States Department of Agriculture (USDA), Forest Service Special Use Permit (SUP) application, Federal Aviation Administration (FAA) outgrant application, coastal development permit, conditional use permit and other permit application and permits for jurisdictional approval needed to comply with codes, ordinances and regulations to enable site construction and the implementation, operation and maintenance of the Land Mobile Radio (LMR) System.

Agenda Item J

- 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, June 1, 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 at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

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

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



# BOARD OF DIRECTORS MEETING MINUTES

# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

April 6, 2017
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

#### **Board Members Present:**

Cathy Chidester, Dir., EMS Agency, County of LADHS Chris Donovan, Fire Chief, City of El Segundo Fire Dept. 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.

Officers Present:

Scott Edson, LA-RICS 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 9:02 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. March 2, 2017 – Regular Meeting Minutes

Board Member Chidester stated page 4 of the minutes is confusing, where the I-C-I system and the ICIS system are mentioned in both the first and the second paragraph. Director Gialamas stated staff will amend the minutes to reflect acronym consistency.

Board Member Chidester motioned first, seconded by Board Member Alexander

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

#### **AMENDED MOTION APPROVED**

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

Executive Director Edson stated the Department of Commerce, Office of Inspector General conducted an audit visit that was geared towards National Telecommunications and Information Administration (NTIA) management of the Broadband Technology Opportunities Program (BTOP) grant funds. We received positive feedback from the audit team with a written report anticipated in early June.

Last week several members of the team attended International Wireless Communication Expo Conference in Las Vegas. Previous Interim Executive Director Radeleff attended as well and we shared the outreach video and the LA-RICS transition plan with Urgent Communications magazine. Executive Director

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## **AGENDA ITEM A**



Edson stated he also participated on a panel discussion with other early builders to discussed Long Term Evolution (LTE) use cases and deployables. In addition, the team attended various educational sessions, noting his impression by the new technology he witnessed, especially direct push to talk devices on a smartphone as well as other future technology that were on display.

Executive Director Edson stated AT&T was awarded as the vendor of choice by FirstNet to build out the National Public Safety Broadband Network (PSBN). A couple of days later, AT&T provided a presentation to the Public Safety Advisory Committee where I participated via WebEx. AT&T currently covers 76% of the 99% requirement that FirstNet must meet for their network. The plan is to make it available to public safety today while in parallel built out to public safety grade over the next 18 months. It will be available for public safety while they start building Band Class 14.

California First Responder Network (CalFRN) was briefed on AT&Ts future plans. California will need to make a decision to opt-in or opt-out on the Federal side or go through the State. AT&Ts plan is to work with the States and to give the States their completed plan to evaluate in the fall. The States in turn will have three months for final review on their decision to opt-in or opt-out and if they opt-out at that point in January or February they have six months to have a Request for Proposal (RFP) and a provider. The State has decided to move forward with developing a template for the RFP.

Executive Director Edson provided an updated to the Board on an active shooter incident that took place at Los Angeles County Sheriff's Department (LASD) Temple Station on March 20, 2017, while members of the LA-RICS construction team were present.

Executive Director Edson went on to report that LA-RICS received a BTOP extension through June 30, 2020, with an augmentation of \$2.9 million in grant funds towards Objectives 2, 4, and 5, which consist of cellular on light trucks, public safety enterprise connection, training, and demo lab equipment. As for the LTE Plan 2b, we requested more funding to construct 20 LTE sites and we are waiting for the new department of Commerce Secretary to be appointed for a final decision.

Executive Director Edson stated that LA-RICS applied for the Public Safety Innovation Accelerator Program (PSIAP) grant and that grant is provided by Physical Sciences Research Lab (PSRL) R & D-Arm of FirstNet. This grant application was submitted in conjunction with Ericsson and Texas A&M University, and we are asking for a quarter million dollars for that grant to look at a multi-agency internet of connections, commercial, technologies, and analytics with the adoption of new technologies on our network.

Onboarding of users will be discussed in Agenda item E.



In regards to the Land Mobile Radio (LMR) update, construction is complete on four sites and we will be scheduling tours with the Board members regionally to allow for you to physically observe the progress.

Executive Director Edson stated that the Los Angeles County Board of Supervisors approved a request for an \$8 million augmentation to the revolving fund for LA-RICS that allows us to continue to build out sites and get grant reimbursements. We have finalized and closed Urban Area Security Initiative (UASI) 12 grant. UASI 14 sites should be completed by the end of May and UASI 13 construction is scheduled to be completed in 2018.

Executive Director Edson presented the updated website to the Board. Member Alexander stated the website is more dynamic than the previous website with complements to the staff. Director Gialamas stated the website is inviting, and particularly likes the video playing in the background of the homepage, and he commented that it looked great and recognized staff for a job well done. Executive Director Edson stated the communications team members are consistently posting on social media keeping followers updated. Executive Director Edson went on to state he obtained an Instagram and Twitter account and his account name is: @LARICSexec. In the next week or so, LA-RICS will be sending out a Special Edition Newsletter to introduce the new Director as well as a farewell article from Interim Executive Director John Radeleff. Board Member Alexander stated looking into the future is it possible to provide a section on the website for members to have access, if they need some information or a section that is geared towards the Executive Director Edson stated if we come across the need that technology is available. Project Manager Odenthal stated that would likely be a member subscriber portal initially.

Executive Director Edson informed the Board we have negotiated with Motorola to continue the warranty of the LTE System through May and we hope to recommend a service provider at the May meeting for maintenance of the LTE network. Member Donovan asked about the information that Executive Director Edson previously shared about FirstNet relationship with AT&T and asked particularly with the State opt-in or opt-out what role are we playing in terms of communicating with the State and providing some input and direction. Executive Director Edson stated there are several members of the public safety community and various entities that are involved in the State process for the opt-in and opt-out decision. Executive Director Edson stated he is on the operations subcommittee reviewing the Radio Frequency Interference (RFI) responses. Executive Director Edson stated he is also working on the CalFRN operations side, which consist of working towards developing the RFP template. The LA-RICS Team and the Board can provide input in the template and can provide input to the CalFRN Board. There are also other team members that are not from LA-RICS that are looking at the financial aspect. LA-RICS is actively participating in that process as well. Interim Executive Director Radeleff stated that Project Manager Odenthal is on the CalFRN Business



Committee. Project Manager Odenthal stated he is not working on the shaping of the template but is reviewing the RFI's for a business case for the State. Board Member Donovan recommended that the Executive Director invite FirstNet and AT&T to attend a Board meeting to provide some input, overview, and how their plan integrates with LA-RICS plan. Executive Director Edson stated yes we can ask them for a presentation and added that LA-RICS has great relationship with them.

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

Project Manager Odenthal provided an update on the status of LTE and stated we worked with Motorola and extended the warranty for an additional month. We have the next 25 days to finalize maintenance and will have a report prepared for the May meeting. The final cell-on-wheels (COW) placement is proceeding and we have the permits but we need permission from Caltrans.

As for LTE 2 the only update is we took a look at the site list of the 20 co-located sites and how that site list shows the availability of additional COWs. We have the potential to free up additional sites to where we can redeploy those additional COWs in areas that have greater need.

In regards to LMR, Project Manager Odenthal provided an update and stated that we continue to move through Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES) processes in clearing sites for LMR construction. We have been asked by CalOES for the next round of sites. The previous round has not been approved. Contract Manager Arismendez will present an amendment that speaks to a true-up for eight additional sites. At the last meeting we talked about 17 sites being trued up but could not bring the full count to your Board in time. Most of that has to do with Phase 2 work, three of those sites are on Catalina and require additional information on the construction piece of it because they have become more complex due to Regional Planning stipulations. We also have some rooftop sites, such as UCLA, Universal Studios (Comcast Building), and Pomona Court House that have lagged in the Phase 2 cost reconciliation.

Project Manager Odenthal presented a Construction/Implementation Update Power Point presentation, which consisted of:

- Nine Active Sites
  - Fire Command Center Headquarters (FCCF)
  - Bald Mountain (BMT)
  - Hauser Peak (HPK)
  - Puente Hills Nike (PHN)



- Los Angeles Department of Water and Power Aqueduct Cascades (LDWP243)
- Los Angeles Sheriff's Department Temple Station (LASDTEM)
- Airport Courthouse (APC)
- Compton Courthouse Building (CCB)
- Clara Shortridge Foltz Criminal Court (CCT)

#### Sites Completed by End of Year

- Tejon Peak (TPK)
- BMT
- Mira Loma (MLM)
- HPK
- MMC
- Palmdale (PLM)
- Oat Mountain Nike (ONK)
- LDWP243
- Agoura Hills (AGH)
- Verdugo Peak(VPK)
- Cerro Negro (CRN)
- LASDTEM
- CCT
- FCCF
- APC
- CCB
- Monte Vista Star Center (MVS)
- PHN

Board Member Ortiz asked what kind of security feature does LA-RICS have at the sites. Project Manager Odenthal stated most of the sites have gates at the bottom of the hill. All of the sites will have perimeter fencing and the shelters are all secured (bullet proof doors, etc). Board Member Ortiz asked if we have alarms, cameras, etc., and Project Manager Odenthal stated that all sites have alarms but do not possess cameras. Director Gialamas complimented Project Manager Odenthal on the improvement of his report.

## VII. DISCUSSION ITEMS (D-E)

#### D. Outreach Update

Executive Director Edson recapped the outreach items in his Director's report. There was no further discussion.

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## **AGENDA ITEM A**



#### E. PSBN Onboarding Update

Executive Director Edson recapped the onboarding items in his Director's report. There was no further discussion.

#### 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

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item F 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 five (5) LMR System Sites (Burnt Peak 1 (BUR1), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), 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) System. which previously certified LMR was 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 specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA (existing Guidelines section 15301 facilities), (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

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## AGENDA ITEM A



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).

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

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

#### **MOTION APPROVED**



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

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

- 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.
- 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.

Board Member Alexander thanked Jacobs and LA-RICS staff for providing the information, and appreciates the time and effort taken to compile the same. Board Member Alexander when on to state that \$17 million is a daunting number and asked Executive Director Edson and Interim Executive Director Radeleff, if they had reviewed and evaluated the numbers and if the proposed increased amount of staffing is consistent with the need and if it is comparable to industry standards in terms of compensation. Executive Director Edson confirmed that he reviewed and concurred and recommended approval of this item. Executive Director Edson went on to state his concurrence, especially since we are getting into an accelerated pace and acknowledged that he felt comfortable with the amendment.

Board Member Chidester stated if it goes beyond the 2 ½ years can you elaborate on what the difference is going to be for us. Contract Manager Arismendez stated when the Jacobs contract was implemented in 2012 the LMR project was expected to be fully implemented by 2018, there have been delays that your Board has been



apprised of and the date has been pushed out to 2020. Jacobs participation in the LMR projected expanded in the early efforts in developing an RFP and the environmental work in order to help us get to where we are in terms of the build out. Contract Manager Arismendez went on to state that this increase will get LA-RICS through the final system deployment scheduled for 2020.

Director Gialamas stated cost increases such as these need to be mindful of corresponding impacts on user/subscriber costs. Director Gialamas further indicated that we should provide some predictions and thoughts of how many more amendments like this will be in the future as this will cause an impact in our funding in the future. Administrative Deputy Orellana-Curtiss stated when we asked the UASI Approval Authority to fully fund deployment of the LMR system, we contemplated the deployment schedule ending in 2020; which includes the corresponding Project Management (PM) costs. Administrative Deputy Orellana-Curtiss further stated that all LMR deployment activity is anticipated to be fully grant fundable. She also indicated that there is a plan to monitor costs and remarked that it is also the Jacobs' PM team's principal task to stay on budget.

Director Gialamas stated he is concerned with the potential shrinkage of UASI and County funds over time and wants to raise awareness for any future requests. Board Member Donovan stated that in the grant world, decisions were made to not fund other projects to allow for the build out of the LA-RICS LMR System, therefore, there will be no tolerance in the future for this type of an amendment with this daunting number.

Board Member Alexander stated in the future, if an amendment similar to this were to be required, he would request that it be sent out for bid and receives proposals from other contractors before considering another amendment like this. Contracts Manager Arismendez acknowledged the Board's concerns and indicated that a Jacobs's amendment of this magnitude will not be presented to the Board in the future.

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

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

#### **MOTION APPROVED**



# H. AMENDMENT 11 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

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

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.

Contracts Manager Arismendez indicated that Ericsson's request for limited liability was mitigated by their offer to provide 10 times the value of the proposed work, which approximately \$600,000 is resulting in limited liability of \$6 million; since they are self-insured they are seeking an exclusion from that insurance requirement. She went on to state that some of the other items being adjusted are reproduction rights but in lieu of that Ericsson is providing a secured license to allow the Authority, FirstNet, and its members to use the materials provided in the training.

Alternate Member Geiger asked for clarification on who is self-insured Ericsson or Televate? Counsel Moore stated Ericsson. Director Gialamas asked if Counsel has reviewed and approves the recommended actions. Counsel Moore stated it involves limited scope of training and Ericsson is the primary builder of the system that is operating the network. She went on to state that LA-RICS will be receiving training directly from the vendor of the proprietary system. With respect to the training materials, Ericsson generally do not allow their customers to own the intellectual property, but LA-RICS was able to secure an irrevocable perpetual license for all our member agencies, the Board, FirstNet and their vendors, and subscribers will have full access. Alternate Member Geiger asked the modality of training and what is the uncapped risk that could cause harm to Ericsson. Contract Manager Arismendez stated the training that they will be provided is called Access Point Name (APN), and Motorola would be developing the APN for LA-RICS; however, LA-RICS will need to know how to navigate the system. Information Technology Specialist, Ted Pao stated the Authority would also like to implement another feature and we would like to have on the job training pertaining to the same. Alternate Member Geiger asked Counsel Moore, if she was comfortable with risk allocations. Counsel Moore stated she is relying on staff but that her understanding is that they will be providing very limited scope involving training. Board Member Chidester asked what type of training. Counsel Moore stated classroom training. Executive Director Edson acknowledged his comfort with the proposed action. Executive



Director Edson stated that Counsel, technical experts, and Ericsson are comfortable as well.

Board Member Fronterotta motioned first, seconded by Director Gialamas.

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

#### **MOTION APPROVED**

#### IX. MISCELLANEOUS - NONE

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

Board Member Alexander introduced and welcomed Commander Bill Song who is the new Commander of the Technology and Support Division of the Sheriff's Department Director Gialamas recognized LA-RICS previous and only Interim Executive Director John Radeleff for his leadership, guidance, and for a job incredibly well done. Board Member Fronterotta reiterated what Director Gialamas stated regarding his leadership role and on a personal level. Board Member Donovan additionally recognized Interim Executive Director Radeleff for his 90-day assessment, the organizational change and one of the important issues was to establish good relationships with all the key stakeholders in the region which he accomplished. Executive Director Edson presented a plaque to Interim Executive Director Radeleff. Interim Executive Director Radeleff stated this experience was the most challenging and working at LA-RICS was the most rewarding job he has encountered.

#### XI. CLOSED SESSION REPORT

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

The Board did not enter into Closed Session.

#### 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 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.

## **Executive Summary**

#### May 4, 2017

#### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion SCESTUD is the last remaining COW to be completed. The Authority is waiting on a final permit from CalTrans to complete activities
- R11 upgrade to Core Final Acceptance Test Plans complete by end of May
- Closeout documents Final documentation projected for receipt by May 31<sup>st</sup> will be inventoried and calculated for percent complete.

#### **LMR Update**

- Zoning Drawing 12 Sites, 5 of which are approved to proceed to 50% and an additional 3 are on hold
- 50% Construction Drawings 29 Sites, 18 in development for 75%
- 75% Construction Drawings 4 Sites, 2 of which are approved to proceed to 100%
- 100% Construction Drawings (Building Permit Submitted) 6 sites, 3 of which are approved and ready or have been submitted for permit
- Building Permit Received 9 Sites
- Active Sites (Construction and/or Equipment Installs) & Locations

  - o LDWP243 (Junction of I-5 and CA-14)
  - o HPK (Northern Angeles, overlooking Palmdale)
  - BMT (Angeles, overlooking CA-138 and I-5)

  - Airport Courthouse (APC) 105/405 Foltz Criminal Courthouse (CCT) Downtown
  - Compton Courthouse Building (CCB) Compton
  - LASD Temple Station (LASDTEM) Temple City
- Sites Complete (Construction) 1 Site complete (PHN Puente Hills Nike)

LA-RICS GRANT STATUS									
Grant	Award		Award Costs Incurred		Invoiced / 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	\$	480.	\$	-	\$	13,744,067	3/31/18
UASI 14	\$	4,997,544	\$		\$	-	\$	4,997,544	5/31/17
UASI 16	\$	5,240,456	\$	-	\$	<u>-</u>	\$	5,240,456	3/31/19
UASI 17	\$	35,000,000	\$	-	\$	-	\$	-	Not yet awarded
UASI 18	\$	35,000,000	\$	(v <del>=</del> )	\$	•	\$	-	Not yet awarded
UASI 19	\$	35,000,000	\$	- **	\$	-	\$	-	Not yet awarded
ВТОР	\$	120,117,137	\$	- /	\$	110,130,844	\$	9,986,293	9/30/20

STATUS OF PSBN AGENCY ONBOARDING					
Agency	Onboarding Status	Number of Units Installed/Demo Kit Received			
LASD	Installations In Progress	212			
LACoFD	Installations In Progress	157			
Inglewood PD	Paperwork/MOU in progress for installation of 2 VML routers	0			
	MOU for VMLs Complete. 2 VMLs Delivered. 2 APNs with adapters have been				
Claremont PD	requested	2			
Bell PD	Interested in moving entire police department to LA-RICS this year	1			
Covina	Demo Kit returned. In discussion for installation of 2 VML routers	0			
	Neuroscience unit is satisfied with LTE performance and now considering use in 6				
UCLA Health	new ambulances for patient transport	1			
Health Services /	Planning installation of 2 VML routers. Technical Team to support the West				
EMS	Hollywood Pride Parade and Festival on June 10-11, 2017	0			
El Segundo Fire	Fire Department initial testing is complete. Police Department plans to test with				
& PD	demo kit and then move forward concurrently with Fire.	0			
Signal Hill	Met on 4/20/17 to discuss next steps. Starting process to install 2 VML routers.	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 each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications 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.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network utilizes 61 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. 61 For April, 2017 Submitted April 27, 2017

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#### LTE-1 UPDATES

#### Site/Civil/Closeout

- The remaining nine (9) SCE COW's are approximately 95% completed with all construction particulars such as power, fiber and the final cleanup of the compounds where the sites are placed. The last COW, SCESTUD, has recently been re-located to another segment on the property and is now awaiting the power and fiber connection. Completion is scheduled sometime in May.
- The Office of The Statewide Health and Planning Department (OSHPD) has provided oversight of the revision to the LACUSC building permit and is expected to have final sign off by mid-May. The revision consisted of relocation of the two (2) sectors of antennas including coax and cable trays to providing a more efficient use of the roof top at the hospital. Construction for this redesign is expected to start in May and be complete in late June. 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 has received initial versions of the Close-out books required to meet the documentation requirements of the Contract. As MSI continues to collect the few outstanding materials left for completion of the site books, others are reviewing the information for accuracy. The projected date of completion is scheduled for the end of May.

#### Network/Acceptance Test Plans (ATPs)

• The RAN and Core development is progressing but has encountered obstacles. MSI is scheduling change requests and MOP reviews for each upgrade. Once each upgrade Change Request (CR) and MOP is reviewed, updated and approved MSI/Ericson is scheduling that CR upgrade to be installed, tested and verified to Revision ver.11 (R11). The Revision ver.9 (R9) to Revision ver.11 (R11) upgrades originally scheduled to complete by the end of December 2016 have been delayed due to software installation, system bugs and timing issues, thus pushing the completion date out to the later part of May 2017. After the Core upgrade for Revision R11 has been through its Acceptance Test Plan (ATP), the Design Build Team (DB) from MSI will begin the Southern California Edison's (SCE) Cell-On-Wheels (COWs) site commissioning and integration process. This is scheduled to start in late April beginning of May. These 9 sites will provide the benefits of RF coverage and capacity in these key locations for the PSBN Network.

#### Operations/Training

- The Operations team, which consists of Los Angeles County employees and contractors, are developing operational procedures, processes and Governance of MSI's operational maintenance and Warranty services. LA-RICS is setting expectations for MSI to provide operational and maintenance services in support of the Public Safety Broadband Network (PSBN). LA-RICS Network Operations Centers (NOCs) are becoming more engaged on a day-to-day basis.
- The final training of wave 2 has come to a close for the Authority. No further training for operations or any service control processes will be provided to LARICS by MSI or any other third party

#### Special Events—Los Angeles Marathon

• On March 19, 2017, LA-RICS team members partnered with the Los Angeles County Department of Public Health (DHS) to provide emergency medical services for the Los Angeles Marathon. LA-RICS provided access to the Public Safety Broadband Network for health services workers to access and manage hospital data. Public Health employees used their dedicated emergency medical communications network, REDDINET, to coordinate medical aid for 14 injured runners who were transported to local hospitals. LA-RICS service was provided at the Marathon Command Center and the Multiple Agency Coordination Center, both of which were co-located at the City Emergency Operations Center. DHS Mobile Medical System (MOMS) team members were stationed in Santa Monica and used the LA-RICS land mobile radio to connect with Motorola WAVE system users at the command post and other locations. The MOMS team provided aid to 10 marathon participants.

#### LTE-2 UPDATES

#### LTE-2

- The LTE Round 2 program progressed with a decision and approval to proceed from NTIA on 3 of the 5 objectives provided for the Round 2 program. The three approved objectives are:
  - 1. Rapid response vehicles
  - 2. Interconnection of the Public Safety Enterprise Network (PSEN)
  - 3. Testing and Verification Center



**AGENDA ITEM C** 

#### LMR UPDATES

#### **Environmental Update**

- Attended teleconferences with FEMA and CalOES on April 12.
- Drafted a letter for FEMA to submit to USFS regarding no effects status under the ESA for Site LAN on April 7.
- Continued visual evaluation at site DWP38 in response to comment from FEMA.
- Are preparing the EMIS 5 group packages for submittal to FEMA.
- Attended a teleconference with USFS staff on April 12 and an in-person meeting on April 26 to discuss the temporary special use permit process.
- Continued drafting the proposal for the special use permit to construct and operate the LMR sites on the Angeles National Forest.
- Are revising the BA for geotech on USFS sites in response to comments from the Angeles National Forest biologist.
- Drafted NOEs for site BKK and PLM and an NOD for FRP and supporting documentation for the May Board meeting.
- 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.
- Continued visits to LMR sites.

#### **Budget**

Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4. The seven sites brought before your Board
on April 6th were approved. Each site, and the corresponding changes in price based on the process, will be brought to this Board for consideration and contract approval.

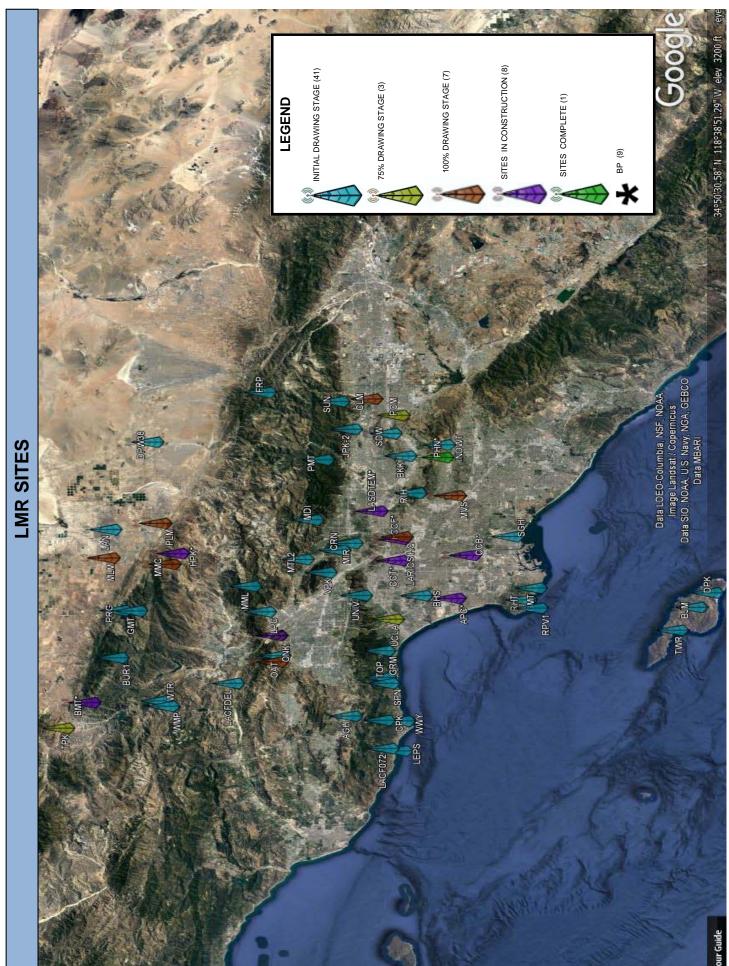
#### Site/Civil

Construction efforts have been completed on a handful of LMR sites including stacking of towers, concrete foundations for both Shelters and Generators. Other permit reviews recently completed by the local jurisdiction or the State have yielded additional permits allowing those sites to begin phase two (2) construction as well keeping site progress on schedule. As indicated below, a group of site construction drawings are being reviewed and approved on a weekly basis providing the required pool of sites for future submittals and permits.

The LMR RF System Design is on-going and at times very dynamic with updates and changes supporting the network microwave design. MSI initial review of the BH design including all field path studies have been completed except for SPH. All gathered data is currently under review by MSI engineers. MSI has proposed a meeting for early May with the Authority to review their findings and the anticipated back haul (BH) design.

MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twelve (12) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, MLM, MVS, and ONK) have been submitted and approvals have been received for nine (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 sites within Local Coastal Plans and U.S. Forest Service sites due to the lengthy process.

- As of 04/24/2017 nine LMR Building Permit Applications have been approved and construction is underway on all nine sites.
- 49 each 50% CD's have been received for review and approval by the authority as of 04/24/2017.
- 20 each 75% CD's have been received for review and approval by the authority as of 04/24/2017.
- 15 each 100% CD's have been received for review and approval by the authority as of 04/24/2017 of which 12 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) as a replacement for the OLI (Olinda) site, Jacobs is now tasked with obtaining SAA's for 17 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 04/24/2017 twenty two (22) executed SAA's are in place.



**AGENDA ITEM C** 



# **Monthly Report #44**

Reporting Period: 3/23/17 thru 4/20/17

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 3/23/17 thru 4/20/17

This month's report for the LA-RICS LMR program covers the reporting period from 3/23/17 thru 4/20/17. 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.

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, Spectrum Fingerprinting and Noise Floor Monitoring process review, 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, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs.

#### **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 23 (out of 60) Site Access Agreements have been executed.

Authority continues to work with FEMA to obtain independent site environmental approvals w required prior to the start of construction at a site.	/hich

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

LMR Project Dashboard					
Category	Rating	Change	Comments		
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in A&E drawings, Building Permit Submissions, and construction starts. 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, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times.		
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
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	
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 (4/21/17 thru 5/18/17)**

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			

Activity Name	Planned Status			
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			
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/MLM)	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	

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

Title	Assigned	Impact	Risk Description	Status
			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	
			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

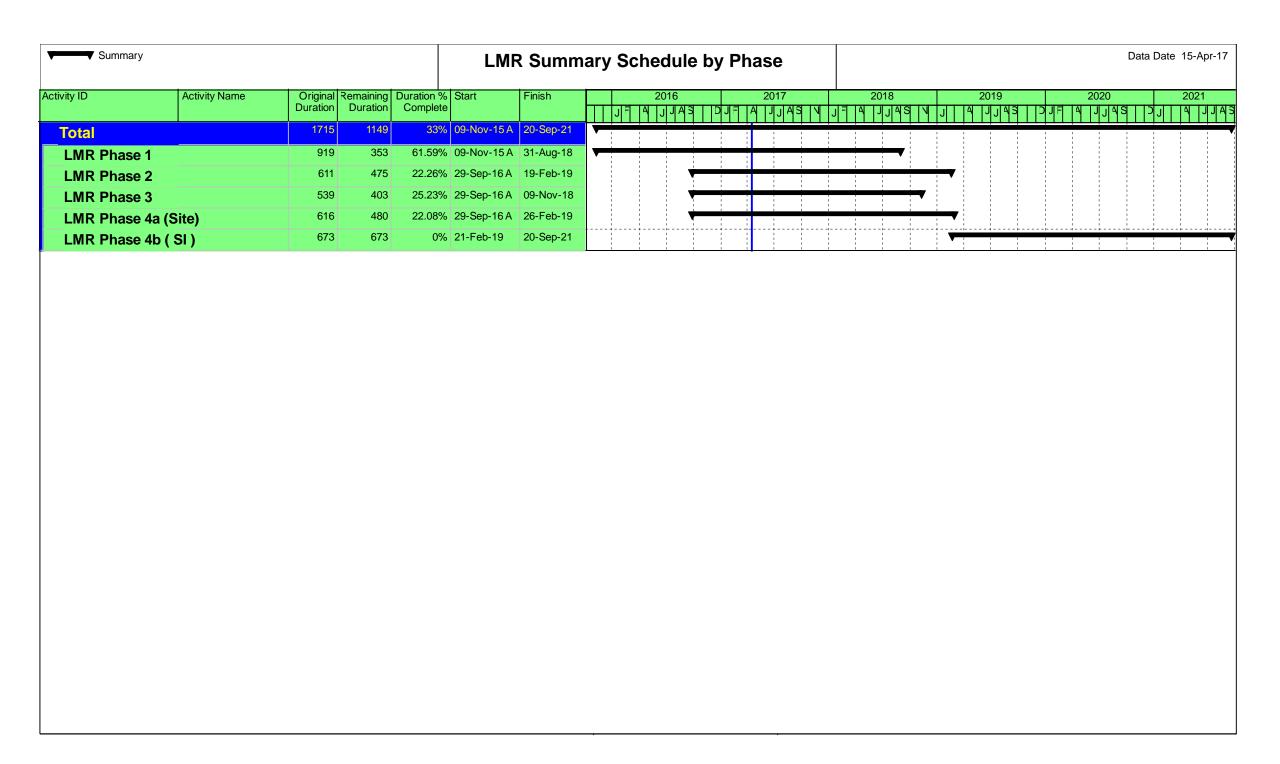
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals	
Contract Sum Full Payable Amount (Amendment 25)	\$162,389,560	
Cumulative Invoice Payments from Last Report	\$ 51,295,344	
Total Invoice Payments This Period	\$ 8,274,287	
Remaining Amount to be Paid	\$102,819,929	

#### 7. LA-RICS Master Schedule

Schedule review meetings are held weekly, the most recent being on Wednesday, 4/19/17. 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 - #38**

Reporting Period: 3/23/17 thru 4/20/17

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

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

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

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

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

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

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

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects,

or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority;

(b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

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

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

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

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

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

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

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

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

On December 12, 2016, the Authority and MSI executed **Amendment 19** to extend the warranty period until 3/31/17; make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; reflect the reduction in certain training; reflect a reduction in Wide Area Coverage Testing; reflect an increase in Optimization Work,; authorize the Authority to release the ten

(10) percent Holdback for certain completed, accepted, invoiced, and paid work; and identify a net decrease in the Maximum Contract Sum by \$1,567,382.

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

#### This report covers the period from 3/23/17 thru 4/20/17.

The following Amendments were issued during this period.

On April 13, 2017 the Authority and MSI executed **Amendment 22** to reflect the work to create a unique Agency Access Point Name (APN) for the Authority's member agencies – for internet access only.

On April 13, 2017 the Authority and MSI executed **Amendment 23** to extend the warranty period on a month-to-month basis, at no additional cost, commencing on May 1, 2017 and expiring on May 31, 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 Projec	ct Dashbo	oard	
Category	Rating	Change	Comments
Schedule			Motorola believes that the system is ready for The Authority to utilize the PSBN System, as evidenced by the 2017 Rose Parade usage. The final upgrade is on schedule to be delivered prior to 5/30/17. Acceptance Testing is being completed on the remaining new features implemented with the R.11 update and is expected to be completed in May. Per previous and current agreement, closeout is still forecast for 5/31/2017.
Quality			No quality issues at this time.
Risk			None at this time.
Scope			Nothing new to report.
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 (1 LACUSC)	In Progress
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 (4/20/17 thru 5/20/17)**

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)	
COW Sites Install, Configuration, Commissioning / Test	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
PSBN As-Built Documentation Review	Plan to Complete
Cluster Tuning (COWs) and Testing Review	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

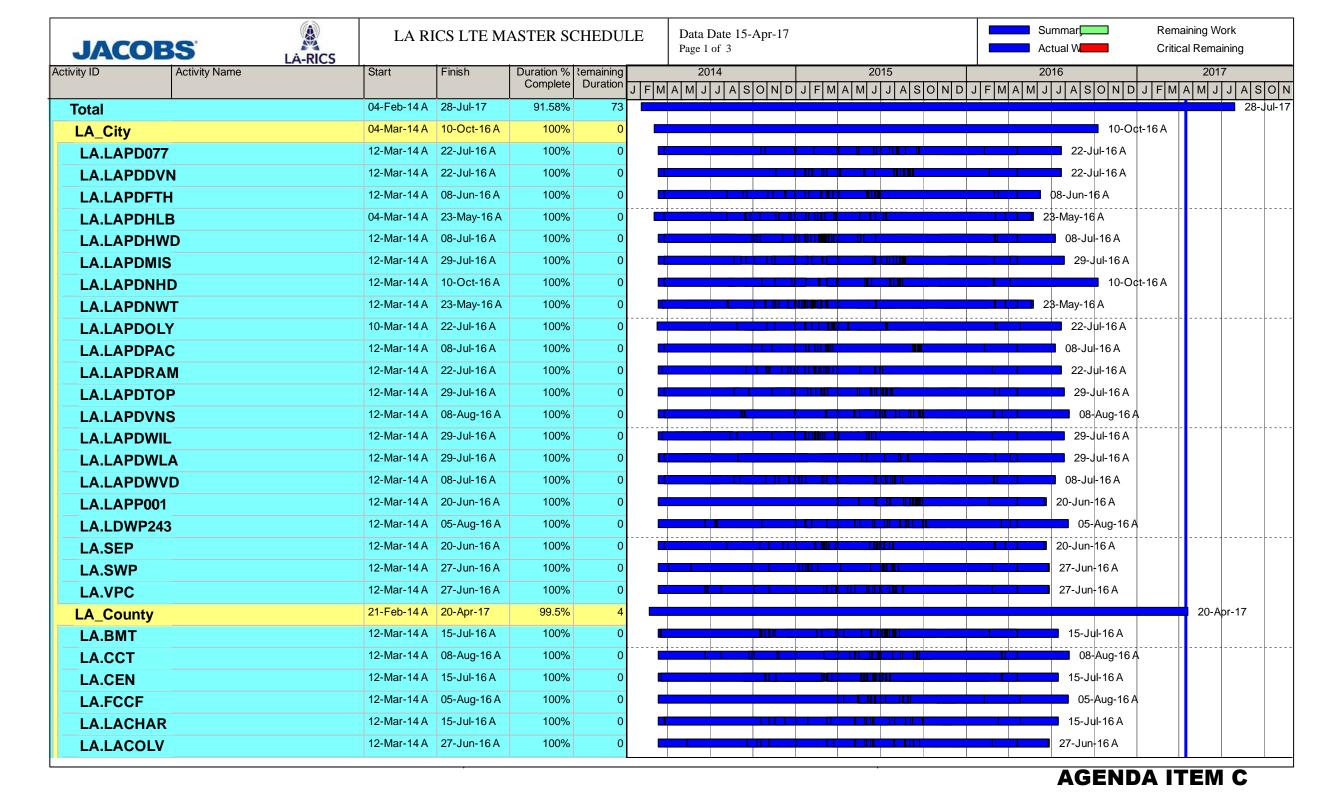
#### 6. Financial Status

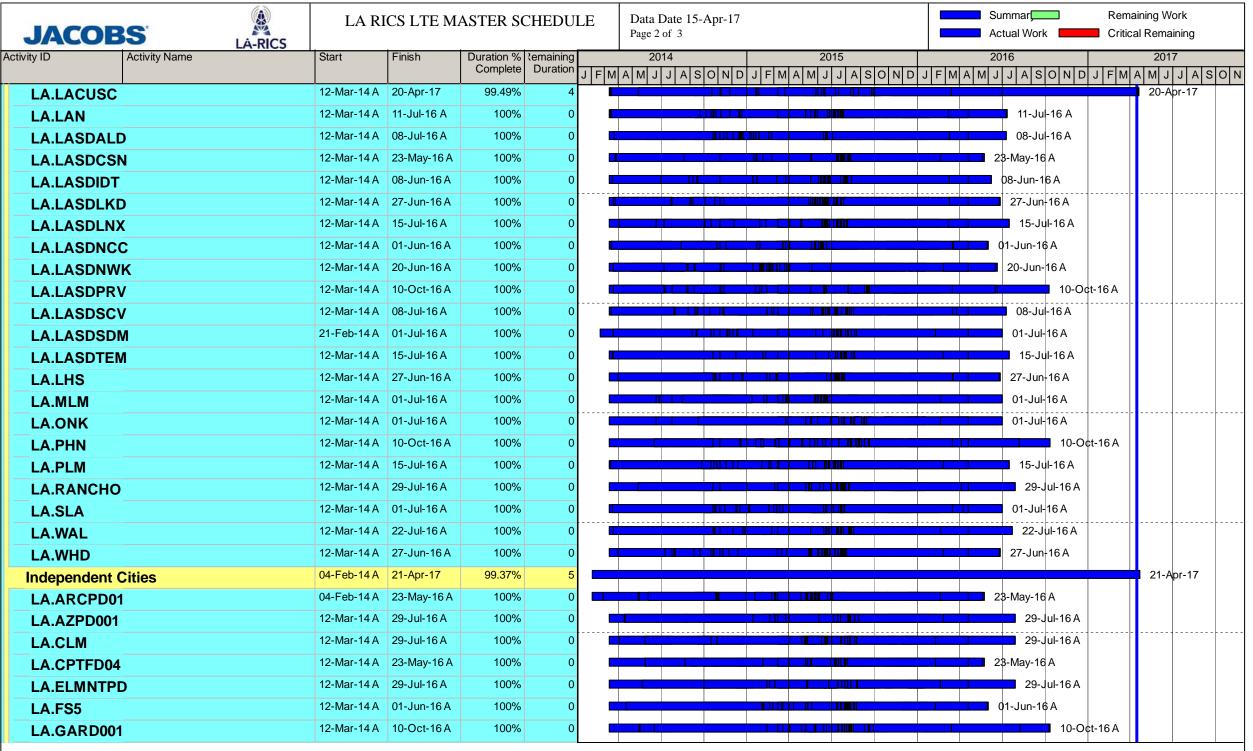
The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 18.

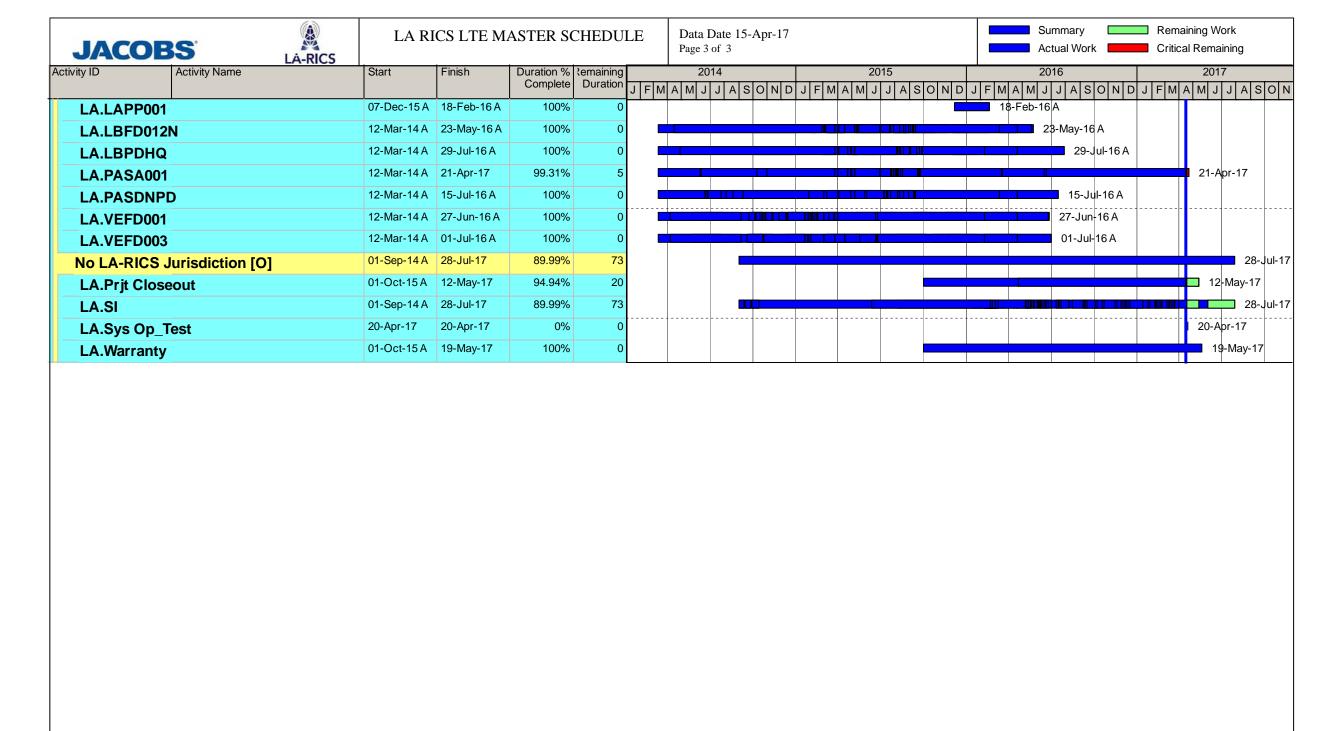
PSBN Invoice Payment Category	Inv	oice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$	98,893,509
Cumulative Invoice Payments from Last Report	(\$	81,849,376)
Total Invoice Payments This Period	(\$	)
Remaining Amount to be Paid	\$	17,044,133

# 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

May 4, 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
CalFRN Board of Director's Meeting	April 5, 2017
Meeting with representatives from Signal Hill Police Department	April 20, 2017
Meeting with Chief Curley, Covina Police Department and team	
Los Angeles Area Fire Chief's Communication Roul Conference Call	
Meeting with FirstNet and AT&T	April 27, 2017

Executive Director Scott Edson participated in the California First Responder Network Board of Director's Monthly Meeting where he was introduced to the Board as the new Executive Director for LA-RICS. The State is moving forward building a template for a Request for Proposal to be issued if the State decides to opt-out of the FirstNet State Plan.

Members of the LA-RICS Onboarding Team met with members of the Signal Hill Police Department to discuss next steps for use of the LMR system.

LA-RICS Board of Directors May 4, 2017 Page 2

Executive Director Edson met with the Covina Police Chief to follow-up on the demonstration kit that was provided and a general discussion on the PSBN, FirstNet/AT&T contract, LMR, and emerging communications technology.

Executive Director Edson also participated in the Los Angeles Area Fire Chief's Association Roundtable Conference Call, to discuss his presentation on LA-RICS to the Los Angeles Area Fire Chief's at their Desert Conference to be held on October 4, 2017.

Members of the LA-RICS Team met with representatives from FirstNet and AT&T to discuss AT&T's role to build out the National Public Safety Broadband Network and how they plan to absorb and reuse the LA-RICS PSBN.

Lastly, the Website redesign is in its final stages and you should have received an email with a link to review it before it is set to go live in a couple of weeks. The Special Edition Newsletter was sent via email on April 11, 2017, and the Communications Team is currently working on articles for the next Newsletter distribution.

WST:pl



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 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.	212	
LACoFD	Installations in progress.	157	
Inglewood PD	Paperwork/MOU in progress for installation of 2 VML routers.	0	
Claremont PD	MOU for VMLs Complete. 2 VMLs Delivered. 2 APNs with adapters have been requested.	2	
Bell PD	Interested in moving entire department to LARICS this year.	1	
Covina	Demo Kit returned. In discussion for installation of 2 VML routers.	0	
UCLA Health	Neuroscience unit is satisfied with Long Term Evolution (LTE) performance and now considering use in 6 new ambulances for patient transport.	1	
Health Services / EMS	Planning installation of 2 VML routers. Technical Team to support the West Hollywood Pride Parade and Festival on June 10-11, 2017.	0	
El Segundo Fire & PD	Fire Department initial testing is complete. Police Department plans to test with demo kit and then move forward concurrently with Fire Department.	0	
Signal Hill	Met on April 20, 2017, to discuss next steps. Starting process to install 2 VML routers	0	

LA-RICS Board of Directors May 4, 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 and the Los Angeles County Fire Department (LACoFD). The LACoFD began installing modems in vehicles at an accelerated pace and have exceeded their goal of 20 per week.

During this reporting period, the LA-RICS Technical Team met with representatives from the Cities of Inglewood, Covina and Signal Hill. The Covina Police Department has requested 2 VMLs.

Lastly, the LA-RICS Technical Team progressed with detailed scope of work for agency connections to the core and contractual terms with Motorola for the associated LTE Core engineering.

WST:pl



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 2017

LA-RICS Board of Directors

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

Dear Directors:

# AMENDMENT NO. 12 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 12 to the Professional Broadband Engineering Consulting Services Agreement (Agreement) with Televate, LLC (Televate) to (a) extend the contract term to completion of certain objectives of the Public Safety Broadband Network (PSBN) Round 2 Project Implementation Plan (PIP) and to allow Televate to continue assisting the Authority with ongoing PSBN operations and (b) increase the Maximum Contract Sum accordingly by \$2,764,332 to cover the costs of continued efforts related to operations and onboarding of users as well as Work related to the PSBN Round 2 PIP.

#### RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 12, which contemplates among other things, an extension to the term of the Televate Agreement to complete certain areas of the PSBN Round 2 PIP, specifically the acquisition of rapid response vehicles, connecting outside agencies' Public Safety Enterprise Networks (PSENs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center; as well as to allow Televate to continue assisting the Authority with ongoing PSBN operations.

2. Approve an increase to the Maximum Contract Sum in the amount of \$2,764,332 from \$8,741,978 to \$11,506,310 to cover the cost of Work related operations and onboarding of users as well as to PSBN Round 2 PIP.

#### BACKGROUND

On April 1, 2017, the National Telecommunications and Information Administration (NTIA) authorized the Authority to proceed with the implementation of three (3) objectives as follows: to procure rapid response vehicles, connect member agencies PSEN to the PSBN, and implement a testing and verification center totaling approximately \$2.9 million with \$1,364,332 apportioned to Televate to carry out said objectives.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize Amendment No. 12 which contemplates among other things, to (a) extend the term of the Agreement to complete certain areas of the PSBN Round 2 PIP, specifically the acquisition of rapid response vehicles, connecting outside agencies' PSENs to the LA-RICS Core, and establishing a PSBN Testing and Validation Center and to allow Televate to continue assisting the Authority with ongoing PSBN operations; and (b) increase the Maximum Contract Sum by \$2,764,332 from \$8,741,978 to \$11,506,310 to cover the cost of Work corresponding to operations and maintenance of the PSBN System as well as to PSBN Round 2 PIP.

#### PSBN Round 2 PIP:

Although the Authority purchased semi-permanent Cell-On-Wheels (COWs) to enhance coverage throughout the Los Angeles region and may be deployed for planned events or long-standing emergencies, the Authority still lacks vehicles that can be deployed with a quick turnaround time. The COWs typically require an extensive period of time to deploy, numerous personnel, and backhaul connectivity. A rapid response vehicle, or a Cell-On-Light-Truck (COLT), would provide rapid response capability, typically 3-6 hours, and the ability to access hard to reach/mountainous sites. The Authority intends to purchase COLTs, up to three, and house them in specific regions throughout the County of Los Angeles (County) to respond quickly and provide aid to public safety personnel. Upon completion of the design, the Authority may still need to go through a procurement process which may take a year to procure outfit and deliver the vehicles. Televate staff would be instrumental in identifying the technical specifications for the COLTs by working closely with public safety personnel while contemplating the requirements and intricacies of the PSBN, as well as technical requirements included in the Authority's Spectrum Manager Lease Agreement (SMLA) with FirstNet.

The Authority will require Televate's technical expertise and extensive background knowledge with the PSBN to onboard approximately fifty (50) agencies. The Work contemplated in PSBN Round 2 PIP consists of each agency migrating from their primary commercial carrier network such as Verizon and AT&T to the PSBN. The Authority is responsible for assisting these agencies by connecting their existing PSENs to the PSBN in a manner that protects the security of the PSBN Core and complying with any federal security policy the agencies need to adhere to, such as Criminal Justice Information Services (CJIS). The time it would take to transition each agency onto the PSBN may differ due to the complexity of the each agency's PSEN. While Motorola will be providing a portion of the PSEN work to onboard member agencies, in particular creating and configuring Access Point Names (APNs), the Televate team will serve as lead working intimately with member agencies on their existing PSEN infrastructure and constructing the necessary design work for onboarding to the PSBN. Further, Televate will ensure the most streamlined manner for migrating to the PSBN so the end users realize the advantages of using a network dedicated to public safety.

Additionally, the Authority will be outfitting a PSBN Testing and Validation Center with test devices and verify that the devices function with the PSBN System and can be operated on the network. The Authority intends to purchase user devices to verify portable outdoor coverage and allow agencies to determine local network effectiveness. The Televate team has worked closely with user device vendors, on behalf of the Authority, following the PSBN Device procurement, and has established a rapport with these device vendors. Also, the Televate team understands the logistical challenges the Authority may encounter when establishing the Testing and Validation Center and would be critical in minimizing set up difficulties. Further, with the extensive knowledge the Televate team has of the user devices to be purchased will facilitate efficient testing of the user devices and product demonstrations.

#### Continued Operations and Maintenance:

With an approval by your Board for Recommendation No. 1, the Televate team will continue to provide technical Long Term Evolution (LTE) support to the Authority. Such Work includes, but is not limited to, network monitoring, network performance verification, and onboarding agencies. Authority staff will return to your Board on an annual basis to address the need for ongoing Operations and Maintenance (O&M) and will correspondingly address Televate's role in the same.

#### FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 12 will increase the Maximum Contract Sum by \$2,764,332 from \$8,741,978 to \$11,506,310. All contract costs related to the services rendered under Amendment No. 12 will be reimbursable under the Broadband Technology Opportunities Program (BTOP) grant and/or the LTE O&M funding

LA-RICS Board of Directors May 4, 2017 Page 4

contemplated in LA-RICS' Adopted Fiscal Year 2016-17 Operating Budget and/or future Fiscal Year Proposed Budgets.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

# **CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 12, substantially similar in form to the Enclosure.

Respectfully submitted,

SCOTT EDSON

**EXECUTIVE DIRECTOR** 

JA:pl

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Enclosure

c: Counsel to the Authority

#### AMENDMENT NUMBER TWELVE

#### TO AGREEMENT NO. 004

#### PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Twelve (together with all exhibits, attachments, and schedules hereto, "Amendment No. 12") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of May \_\_\_\_\_\_, 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 (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 Agreement has been previously amended by Amendment No. Eleven, effective April 13, 2017, to amend the Agreement to reflect the following (a) make certain adjustments to the flow-down provisions to Consultant's Subcontractor (Ericsson) with respect to a limited scope of work related to training services for the PSBN; (b) revise Exhibit D (Administration of Agreement) to reflect updated personnel; (c) make other certain changes as set forth in Amendment No. 11.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) extend the term of the contract to complete certain areas of the Public Safety Broadband Network Round 2 Project Implementation Plan, specifically with acquisition of rapid response vehicles, connecting outside agencies Public Safety Enterprise

Networks (PSENs) to the LA-RICS Core, and establishing a PSBN Testing and Validation Center to test and ensure that devices operate properly with the PSBN before use on the network as well as to allow Consultant to continue assisting the Authority with ongoing PSBN operations and onboarding of users; and (b) increase the Maximum Contract Sum by \$2,764,332 from \$8,741,978 to \$11,506,310.

WHEREAS, this Amendment No. 12 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. 12, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

- Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 12 refer to sections of the Agreement, as amended by this Amendment No. 12.
- 2. Amendments to Agreement.
  - 2.1 The parties agree and acknowledge that the term set forth in Section 7 (Term) of the Agreement is extended to complete certain areas of the Public Safety Broadband Network Round 2 Project Implementation Plan as well as to allow Consultant to continue assisting the Authority with ongoing PSBN operations and onboarding of users, unless sooner terminated or extended, in whole or in part, as provided in the Agreement, which is incorporated herein by this reference. Any extension of the term of this Agreement shall be made via an Amendment pursuant to Section 6.2 (Amendments) of the Agreement.
  - 2.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:
    - 8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Eleven Million, Five Hundred Six Thousand, Three Hundred Ten Dollars (\$11,506,310).
  - 2.3 An authorized agent of Contractor has executed this Amendment No. 12;
  - 2.4 Counsel to the Authority has approved this Amendment No. 12 as to form;
  - 2.5 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 12; and

- 2.6 The Executive Director of the Authority has executed this Amendment No. 12.
- Except as expressly provided in this Amendment No. 12, all other terms and 3. conditions of the Agreement shall remain the same and in full force and effect.
- 4. Consultant and the person executing this Amendment No. 12 on behalf of Consultant represent and warrant that the person executing this Amendment No. 12 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 12, and that all requirements of Consultant to provide such actual authority have been fulfilled.
- 5. This Amendment No. 12 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

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#### **AMENDMENT NUMBER TWELVE**

# TO AGREEMENT NO. 004 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 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	



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 2017

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

Dear Directors:

APPROVE AMENDMENT NO. 24 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK

#### SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 24 to Agreement No. LA-RICS 008 for the Public Safety Broadband Network (PSBN) to exercise the first one-year option of Phase 5 (PSBN Maintenance) and increase the scope of Public Safety Enterprise Network (PSEN) work to allow Motorola Solutions, Inc. (Motorola) to assist the Authority with connecting it's member agencies to the PSBN. This Amendment will result in a decrease to the Maximum Contract Sum in the amount of \$2,689,683.

#### RECOMMENDED ACTIONS

It is recommended that your Board:

- 1. Approve Amendment No. 24 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the Enclosure, which revises the Agreement to reflect the following:
  - a. Find that exercising Phase 5 (PSBN Maintenance) Work previously found exempt by the Board does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that this activity is exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, also remains unchanged.

- b. Extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) commencing on June 1, 2017, and expiring on May 31, 2018, unless sooner terminated or extended in whole or in part in the amount of \$2,991,000. This results in a cost decrease in the amount of \$2,689,683, when taking the first year Maintenance cost of \$5,955,683, currently set forth in the Agreement, into consideration.
- c. Exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance).
- d. Revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000.
- e. Decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increase and decrease into consideration.
- 2. Delegate authority to the Executive Director to execute Amendment No. 24, in substantially similar form to the enclosed Amendment, and issue one or more Notices to Proceed (NTP) for this Work.

#### BACKGROUND

#### **PSBN Maintenance:**

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola, which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016.

On December 12, 2016, your Board approved Amendment No. 19, which contemplated among other things, an additional no-cost extension to the PSBN Warranty Period until March 30, 2017.

On March 2, 2017, your Board approved Amendment No. 21, which contemplated, among other things, an additional no-cost extension to the PSBN Warranty Period until April 30, 2017. Further, your Board delegated authority to the Executive Director to approve subsequent month-to-month extensions to the Warranty Period.

On April 13, 2017, the Authority and Motorola mutually agreed to extend the Warranty Period, at no cost, until May 31, 2017, which was memorialized via Amendment No. 23

and executed under the delegated authority granted to the Executive Director at your Board's March 2, 2017, Board meeting.

One of the recommended actions seeks your Board's consideration to transition out of the Warranty Period and move into Phase 5 (PSBN Maintenance), in particular the first one-year Option Term.

#### **PSEN Work:**

On March 23, 2017, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 22, which contemplated the inclusion of PSEN Work, in particular the creation of Access Point Names (APN) to seamlessly connect a total of four (4) member agencies PSEN to the PSBN for a cost increase in the amount of \$3,908.

On April 1, 2017, the National Telecommunications and Information Administration (NTIA) authorized the Authority to proceed with the implementation of three (3) objectives as follows: to procure rapid response vehicles, connect member agencies PSEN to the PSBN and implement a testing and verification center totaling approximately \$2.9 million.

One of the recommended actions, seeks your Board's approval to increase the scope to allow Motorola to assist the Authority with connecting its member agencies to the PSBN by way of its PSEN, a portion of the PSEN connectivity objective recently approved by NTIA.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 24 to the PSBN Agreement to reflect exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) and exercising the Unilateral Option of the same, and increasing the scope of PSEN connectivity Work, all actions resulting in a decrease to the Maximum Contract Sum by \$2,689,683.

#### **PSBN Maintenance**:

As your Board is aware, the Authority is currently in the PSBN Warranty Period, which was originally slated to end on August 31, 2016, but has been extended four (4) times, at no additional cost to the Authority, and is scheduled to expire on May 31, 2017.

The Authority, in concert with its internal technical team, its Broadband Engineering Consultant (Televate), its Project Management team (Jacobs), and its System Contractor (Motorola) have extended the Warranty Period over the course of the last eight (8) months to complete ongoing Warranty Period closeout activities.

Such activities included, but were not limited to, PSBN System Upgrades, in particular to the Core and the Operating Support Platform (OSP), to the most recent software version available Revision 11 (R11); ongoing testing and optimization to the PSBN; continued training; and the delivery of site and system documentation.

These Warranty Period closeout activities required a certain level of validation by the Authority and its subject matter experts to ensure that the Warranty Period is fully completed, validated, and that the Authority is prepared to proceed into the maintenance phase.

The Authority, its internal technical team, Televate, Jacobs, and Motorola expect that the PSBN Warranty Period will be completed by May 31, 2017, and the Authority staff is ready to exercise the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) in the amount of \$2,991,000 as detailed in the table below.

Phase 5 (PSBN Maintenance)*	Year 1 Option Term
LTE Hardware Maintenance	
Ericsson Hardware Maintenance Plan (HMP)	\$237,877
Motorola/Third Party	\$192,165
System Management and Monitoring Subsystem (SMMS)	\$39,090
LTE Software Maintenance	
Ericsson Software Maintenance Plan (SMP)	\$398,609
Motorola/Third Party	\$131,972
System Management and Monitoring Subsystem (SMMS)	\$70,639
LTE Services Maintenance	
LA-RICS PSBN Maintenance Services System Package	
Ericsson Services	\$902,638
LTE Tech Phone Support	
On-Site Response	
Local Tech Support – Motorola Field Service Office (FSO)/Engineer	
Preventative Maintenance	
Dispatch Service	
Network Monitoring	
Security Monitoring	
Managed Services	
LA-RICS PSBN Managed Services Maintenance	
Managed Core	\$208,018
Service Delivery Management	
Lease Costs	
Total Leases Costs	\$809,993
Phase 5 (PSBN Maintenance) Total	
Phase 5 (PSBN Maintenance) Year 1 Option Term Total	\$2,991,000

<sup>\*</sup>Maintenance cost excludes certain site upkeep/maintenance such as landscaping/hardscaping maintenance, pest control, utilities, generator refueling, site escorts (as needed), etc. These services will be included in the Fiscal Year 17-18 Proposed Budget.

The maintenance contemplates hardware and software maintenance for the entire PSBN, inclusive of maintenance from Ericsson, for a one (1) year period commencing on June 1, 2017, and expiring on May 31, 2018, should your Board approve this action.

Pursuant to Exhibit A (Statement of Work), Exhibit B (PSBN Specifications), Exhibit D (PSBN Maintenance and Warranty), the maintenance agreement contemplates service level agreements (SLAs) that have stringent response/restoration times that vary depending on the severity of the deficiency (outage, loss of service, failure, etc.). The Severity Levels are as follows, in relevant part:

- Severity Level 1 Defined as a "major Deficiency" with the PSBN or any Component, which results in the inability of any portion of the PSBN to conduct business as usual. The Technical Support for a Severity Level 1 Deficiency is within five (5) minutes, requires a Technician on-site is within two (2) hours and restoration of the Deficiency within six (6) hours.
- Severity Level 2 Defined as a "minor Deficiency" with the PSBN or any Component in which some PSBN features are inoperative but the Authority and its members are able to conduct business as usual. The Technical Support for a Severity Level 2 Deficiency is within one (1) hour, requires a Technician on-site is within four (4) hours and restoration of the Deficiency within ten (10) hours.
- Severity Level 3 Defined as a "non-emergency" non-user effecting problem.
   The Technical Support for a Severity Level 3 issue is within eight (8) hours and requires a Technician on-site is within eight (8) hours.
- Severity Level 4 Defined as a scheduled maintenance or upgrade. The Technical Support for a Severity Level 4 issue is within twenty-four (24) hours and requires a Technician on-site is within twenty-four (24) hours.

As an added measure, the Authority has the ability to escalate or downgrade the Severity Level of any Deficiency or other problem that may not be appropriately classified. This allows the Authority to regulate the maintenance of particular Deficiencies especially those that are impactful to PSBN daily operations. Additionally, the Agreement entitles the Authority to assess liquidated damages in the event that Deficiencies are not restored within the prescribed timeframes associated with the respective Severity Levels.

The maintenance also contemplates "Lease" costs, which are the costs associated with the leased circuits with three (3) different companies (AT&T, Spectrum, and Verizon) for 41 PSBN Sites and corresponding connectivity between the Los Angeles City fiber rings, internet access, and connectivity for site to terminate at the Core. In order to connect these sites to the Core, it was necessary for Motorola to establish leased circuits at these sites on behalf of the Authority. During the maintenance period, it is the

intent of the Authority to continue to have Motorola maintain the leased circuits for the corresponding costs. However, if the Authority identifies any cost benefits and/or savings by transitioning the leased circuits directly to the Authority, it will return to your Board for such approval, if any, and the leased circuit costs would be reduced or pro-rated accordingly.

Further, at any time during the maintenance period, the Authority reserves the right to transition the performance of all or some portion of the Maintenance Work to the Authority, one or more of its Members and/or one or more third parties, including, but not limited to FirstNet and the State of California. In the event that any such transition occurs, your Board will be briefed and the scope of the Maintenance Work with Motorola will be reduced accordingly.

Maintenance was included as part of the competitive procurement for the PSBN, with the first one-year Option Term for Maintenance Work valued at \$5,955,683. As your Board is aware, the PSBN System experienced a loss of sites. As such, it was necessary to work closely with Motorola to reassess the originally bid maintenance costs for the first Option Term. After much negotiation, the first one-year Option Term for Maintenance Work was reduced to \$2,991,000, resulting in a net decrease to the Maximum Contract Sum in the amount of \$2,689,683 when taking the increase for PSEN Work in the amount of \$275,000 into consideration.

In consideration of foregoing, the Authority, its internal technical team, Televate, and Jacobs have vetted the scope of the maintenance and corresponding costs and are in agreement that they are reasonable and support the recommendation to proceed into the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance).

#### **PSEN Work:**

With respect to PSEN connectivity work, the Authority is actively trying to onboard users onto the PSBN. One of the essential functions of this onboarding process is to connect users by way of their existing PSENs. As previously mentioned, NTIA authorized LA-RICS to proceed PSEN connectivity work as part of one of the approved objectives. The first step is to expand the scope of Motorola's PSEN Work is to allow Motorola to assist the Authority with connecting its member agencies to the PSBN by establishing and reviewing member agencies Internet Protocol (IP) infrastructure, developing an APN, and designing and configuring routing contexts to their existing PSENs.

#### FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 24 result in a decrease to the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration.

LA-RICS Board of Directors May 4, 2017 Page 7

All contract costs related to services rendered under Amendment No. 24 will be reimbursable under the Broadband Technologies Opportunity Program (BTOP) grant or the Long Term Evolution (LTE) Operations and Maintenance (O&M) funding contemplated in the LA-RICS' Adopted Fiscal-Year 2016-17 Operating Budget and/or future Fiscal Year Proposed Budgets.

#### **ENVIRONMENTAL DOCUMENTATION**

All work included in the Unilateral Option for Phase 5 of the PSBN Agreement, as well as any Amendments and NTP, is within the scope of the previously approved PSBN project, which the Board determined previously was exempt from review under CEQA on March 6, 2014. The current action is within the scope of the exemption finding previously made by the Board, and there have not been any changes to the PSBN project, or to the circumstances under which it is being undertaken, that would affect the determination that these activities are exempt from CEQA.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

#### CONCLUSION

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,

SCOTT EDSON

**EXECUTIVE DIRECTOR** 

JA:pl

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Enclosure

c: Counsel to the Authority

#### AMENDMENT NUMBER TWENTY-FOUR

### TO AGREEMENT NO. LA-RICS 008 FOR

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – PUBLIC SAFETY BROADBAND NETWORK

#### Recitals

This Amendment Number Twenty-Four (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 24") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May \_\_\_\_\_\_, 2017, based on the following recitals:

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

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

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

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

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

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

Amendment No. 24 to Agreement No. LA-RICS 008 Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

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

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

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

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

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

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

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

\$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154 (\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

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

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

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

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio

Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

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

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

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

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

make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

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

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

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

WHEREAS, this Amendment No. 24 is authorized under Section 2 (Changes to Agreement), Section 3.1 (Initial Term and Option Terms), Section 4.1.1.2 (Maintenance Work), and Section 4.1.2.2 (Unilateral Options) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 24, 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. 24 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 24.
- 2. <u>PSBN Maintenance Work.</u> Pursuant to Section 3.1 (Initial Term and Option Terms), Section 4.1.1.2 (Maintenance Work), and Section 4.1.2.2 (Unilateral Options) of the Agreement, the parties agree and acknowledge to extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) and Unilateral Options of the same, commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part. During this time, Contractor shall fully perform, provide, complete and deliver all Maintenance Work for the PSBN in accordance with Exhibit A (Statement of Work), Exhibit B (PSBN Specifications), Exhibit D (PSBN Maintenance and Warranty) and otherwise in accordance with the Agreement in exchange for the costs set forth in Exhibit C.6 (Phase 5 – PSBN Maintenance) of Exhibit C (Schedule of Payments) as revised in this Amendment No. 24. The parties further agree and acknowledge that in accordance with the Agreement, at some point during this Term, performance of all or some portion of the Maintenance Work with respect to some or all aspects of the PSBN may be transitioned to the Authority, one or more of its Members and/or one or more third parties, including, but not limited to, FirstNet and the State of California, in the event that such transition occurs, the scope of the Maintenance Work performed by the Contractor would be reduced accordingly.

#### Amendment to Base Document.

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

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

thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

The Term of this Agreement, as of Amendment No. 24, shall commence on June 1, 2017 and shall expire on May 31, 2018.

- 3.2 Section 8.1.1 within Section 8 (Maximum Contract Sum and Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:
  - 8.1.1. The "Maximum Contract Sum" under this Agreement is One Hundred Thirty-Seven Million, Three Hundred Thirty-One Thousand, Nine Hundred Six Dollars (\$137,331,906) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
- 3.3 Section 24.4.1 within Section 24.4 (limitation of Liability) of the Base Document is deleted in its entirety and replaced with the following:
  - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Sixty-Eight Million, Three Hundred Fifty-Seven Thousand, One Hundred Eighty-One Dollars (\$168,357,181). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.
- 4. Amendments to Agreement Exhibits.
  - 4.1 Exhibit A (Statement of Work), in particular Task 9 (Public Safety Enterprise Network Services) is deleted in its entirety and replaced with the following:

#### TASK 9: PUBLIC SAFETY ENTERPRISE NETWORK SERVICES

9.1 Agency Access Point Name (APN) Services via Internet Connection

Both parties agree and acknowledge that Contractor may be required to endeavor to work in concert with the Authority in

performing all the Work necessary to create a unique Agency Access Point Name (APN) for the Authority's member agencies, at the Authority's sole discretion for access through internet connection. Should the Authority elect to elicit this Work, it will be requested in accordance with Section 4.1.2.3 (Notices to Proceed) (NTP) of the Base Agreement.

The Contractor will design and implement an APN and all associated routing and network interfaces to seamlessly connect between the PSBN and an associated customer Public Safety Enterprise Network (PSEN) link (via internet) and interface with the PSEN. Additionally, the Contractor will implement the necessary configurations to create the appropriate agency(s) and manage devices within the Contractor's Device Manager (DM). All Work will be performed in exchange for the costs set forth in Exhibit C.19 (LA-RICS Public Safety Enterprise Network (PSEN) Services) of Exhibit C (Schedule of Payments), but in no event shall exceed those amounts set forth in any NTP issued for such Work.

In the event the Authority requests this Work, Contractor shall complete such Work even if it extends beyond the end of the Warranty Period. The end of the Warranty Period is not dependent on the completion of PSEN Work.

To assist with this effort, the Authority will endeavor to work in concert with the member agency to perform the following: complete the Agency Information Worksheet; provide test SIMs for the member agency APN; verify the network attached with agency SIM and member agency provided test User Equipment (UE); verify the test UE is able to access internet; Application integration; device configuration and staging support for non-Contractor devices; expand the PSBN Core if the added internet load from the member agency creates a demand which exceeds the capacity currently available; provide 7 x 24 access, if needed, to complete Work at PSBN Sites, including escorts in the event that the standard employee background check is not acceptable; liaison with member agency and provide notifications, if necessary; and approve Work upon completion of internet access verification procedure, or issue a detailed description of deficiency, if any.

9.2 Agency Access Point Name (APN) Services via Direct Point-to-Point Connection

Both parties agree and acknowledge that Contractor may be required to endeavor to work in concert with the Authority in performing all the Work necessary to create a unique APN for the Authority's member agencies, at the Authority's sole discretion, to allow agencies to connect their PSEN to the LA-RICS PSBN Core. Should the Authority elect to elicit this Work, it will be requested in accordance with Section 4.1.2.3 (Notices to Proceed) of the Base Agreement.

The Contractor will design and implement an APN and all associated routing and network interfaces to seamlessly connect between the PSBN and an associated customer PSEN connection (internet, direct connection, or VPLS circuit) and interface with the PSEN. In order to achieve such connectivity, the member agency and/or the Authority will provide an operation backhaul circuit between the PSBN and the member agency PSEN.

The Work will include, but shall not be limited to, the following:

- Review initial Internet Protocol (IP) plan provided by the Authority/member agency.
- Design the APN and routing context and Virtual Local Area Network (VLAN), develop script to create the APN and routing context and VLAN in the Evolved Packet Gateway (EPG), and run the script accordingly.
- Design the Virtual Domain (VDOM) for the Security Gateway Interface (SGi) for the Firewall, define the requisite parameters for the Firewall at the member agency site, develop the necessary configurations to tie the VDOM to the new VLAN, and create an IP Security tunnel to the member agency.
- Add the APN entry in the Domain Name Server (DNS) database and deploy accordingly.
- Implement the necessary configurations to create the appropriate agency(s) and manage devices within the Contractor's Device Manager (DM).
- Create an APN in the Customer Service Platform (CSP) as well as creating "agency" and "agency admin" within the CSP; create a device profile utilizing the APN; and create subs using the "agency admin" login, the device profile, and the Service-Aware Policy Controller (SAPC) group.
- Add test SIMs to agency APN, provisioned agency will verify the network attach utilizing the Authority provided test UE/SIM, ping

the agency's firewall (PSEN side) to verify successful connectivity.

 Document each member agency configuration (limited to finalized Agency Information Worksheet).

To assist with this effort, the Authority will endeavor to work in concert with the member agency to perform the following: complete the Agency Information Worksheet; provide operation backhaul circuit between PSBN and member agency PSEN; provide PSEN related design elements and implementation, including IP planning and network security; PSEN application integration; provide test SIMs for the member agency APN; verify the network attached with agency SIM and member agency provided test UE; verify the test UE is able to access internet; Application integration; device configuration and staging support for non-Contractor devices; expand the PSBN Core if the added internet load from the member agency creates a demand which exceeds the capacity currently available; provide 7 x 24 access, if needed, to complete Work at PSBN Sites, including escorts in the event that the standard employee background check is not acceptable; liaison with member agency and provide notifications, if necessary; and approve Work upon completion of internet access verification procedure, or issue a detailed description of deficiency, if any.

All Work will be performed in exchange for the costs set forth in Exhibit C.19 (LA-RICS Public Safety Enterprise Network (PSEN) Services) of Exhibit C (Schedule of Payments), but in no event shall exceed those amounts set forth in any NTP issued for such Work.

#### 9.3 Additional PSEN Services

Both parties agree and acknowledge that there may be additional PSEN Services Work required to connect member agencies to the PSBN beyond what is set forth in Section 9.1 (APN Services via Internet Connection) and 9.2 (APN Services via Direct Point-to-Point Connection) of this Exhibit A (Statement of Work). In the event that any additional PSEN Services Work is requested by the Authority in order to successfully connect member agencies to the PSBN, such Work shall be performed in accordance with this Task 9 in exchange for the applicable Hourly Rate(s) set forth in Exhibit C (Schedule of Payments), in particular Exhibit C.9 (Hourly Rates). The scope of any such additional PSEN Services Work will be set forth in an NTP with a specific not-to-exceed amount for such Work. In no event shall the not-to-exceed amount in an NTP be exceeded, unless otherwise authorized by the Authority, in its sole discretion, via a subsequent and/or superseding NTP.

**TASK 9 DELIVERABLE:** Successful completion of Access Point Name (APN) for the Authority's provisioned agencies pursuant to the NTP, if any. Contractor shall also provide support as required by this Task 9, which includes, but is not limited to EPG, DNS, OMA-DM, CSP and any other PSBN equipment or design work required to successfully provision and activate the requested APN.

- 4.2 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary), which is attached to this Amendment No. 24, and is incorporated herein by this reference.
- 4.3 Exhibit C.6 (Phase 5 PSBN Maintenance) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.6.1 and C.6.2, collectively Exhibit C.6 (Phase 5 PSBN Maintenance), which is attached to this Amendment No. 24, and is incorporated herein by this reference.
- 4.4 Exhibit C.19 (LA-RICS Public Safety Enterprise Network (PSEN) Services) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.19 (LA-RICS Public Safety Enterprise Network (PSEN) Services), which is attached to this Amendment No. 24, and is incorporated herein by this reference.
- 5. This Amendment No. 24 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 5.1 An authorized agent of Contractor has executed this Amendment No. 24;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 24 as to form;
  - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 24; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 24.
- 6. Except as expressly provided in this Amendment No. 24, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 7. Contractor and the person executing this Amendment No. 24 on behalf of Contractor represent and warrant that the person executing this Amendment No. 24 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 24, and

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

8. This Amendment No. 24 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-FOUR TO AGREEMENT NO. LA-RICS 008 FOR

### LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – PUBLIC SAFETY BROADBAND SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 24 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY		MOTOROLA SOLUTIONS, INC.	
By:		Ву:	
	Scott Edson Executive Director		Norm Folger Motorola Project Director
APPROVED AS TO FORM FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY:			
	RY C. WICKHAM nty Counsel		
Ву:			
	Truc L. Moore Principal Deputy County Counsel		



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 2017

LA-RICS Board of Directors

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

Dear Directors:

## AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY NON-STATE AGENCY SERVICE POLICY AND AGREEMENT

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute an Agreement with the California Department of Technology (CDT), which offers services through its CALNET 3 Contract that the LA-RICS Authority would like to utilize in order to gain potential financial and administrative benefits for the Authority's leased line circuits in the future, should the Authority elect to do so.

#### RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director or his designee to execute an Agreement, substantially similar in form to the Enclosure and submit supporting documentation to the CDT/Statewide Telecommunications and Network (STN), for review to attain an "Authorized Agency" status and have the ability to access competitively priced telecommunications services through a contract with CALNET 3.

#### BACKGROUND

In order to provide backhaul connectivity to certain Public Safety Broadband Network (PSBN) Sites the Authority, by way of its PSBN Contractor, Motorola Solutions, Inc. (Motorola), ordered leased line circuit services with commercial providers, such as AT&T, Verizon, and Time Warner. The services for leased line circuits included Early Termination Fees (ETFs) for any cancelled circuits prior to the 36th month of its 72-month lease term. As we are approaching the closeout of the PSBN Warranty Period, the Authority would like to explore alternatives to using Motorola's leased line services to determine if there are more cost-efficient and/or streamlined options.

The CDT offers telecommunication services through its CALNET Contract, which may be purchased by qualified non-state agencies such as federal and local government agencies as well as schools and entities who have a Joint Powers Agreement (JPA). Non-state agencies, such as the Authority can submit a Non-State Agency Service Policy and Agreement and supporting documentation (ex: JPA) to the CDT for review by the CDT/STN for review and approval to determine, if the agency can be added to the list of "Authorized Agencies". Authorized agencies, such as the County of Los Angeles, may proceed with ordering services via the CDT's CALNET Contract.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to enter into a no-cost agreement with CALNET 3 to utilize statewide telecommunications contract pricing while foregoing an extensive procurement process. The telecommunications service providers, such as AT&T and Verizon, under the CALNET 3 contract were acquired via a competitive bidding process; thus, enabling the Authority to procure services provided by these service providers at very competitive pricing, should the Authority elect to do so.

The CALNET 3 Contract has various telecommunications categories/subcategories, each of which may offer multiple telecommunication service providers. There are two (2) categories that the Authority is particularly interested in potentially ordering services for. The Authority is interested in utilizing Subcategory 1.1, Dedicated Transport, and Category 3, Metro Area Network (MAN) Ethernet (MAE) for its leased line circuits.

Utilizing the CALNET 3 Contract could result in not only a more streamlined process for acquiring telecommunications services, but could also realize a cost savings to the Authority. Upon securing an "Authorized Agent" status, the Authority would be able to obtain multiple quotes from contractors for service and select the service provider with a service rate potentially better than what the Authority can obtain through a lengthy procurement or through its current telecommunications contractor.

An additional benefit to having access to the CALNET 3 Contract is that there would be no ETFs, if the Authority pursues services such as Dedicated Transport. The absence of ETFs allows the Authority flexibility to order services on an as-needed basis for special events (ex: Rose Bowl, Halloween Parade, etc.) or critical incidents and, if necessary, discontinuing service at any given time without a financial penalty.

Should the Authority successfully execute a Non-State Agency Service Policy and Agreement, the Authority can apply for an Authorization to Order Agreement (ATO) to use a certain CALNET 3 contractor such as AT&T. The ATO is an agreement between the CALNET 3 contractor and the State of California to allow a non-state entity, such as the Authority to order service(s) from the CALNET 3 contractor. In addition, in order to

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request the actual service from the CALNET 3 contractor, the Authority would need to complete and submit a Telecommunications Service Request (Form 20) in conjunction with the ATO. In the event that the Authority intends to complete and submit and ATO and Form 20, the Authority shall return to your Board or present the items to the Oversight Committee for approval.

#### 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 the Agreement, substantially similar in form to the Enclosure.

Respectfully submitted,

SCOTT EDSON

**EXECUTIVE DIRECTOR** 

JA:ml:pl

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Enclosure

c: Counsel to the Authority

# STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF TECHNOLOGY NON-STATE AGENCY SERVICE POLICY AND AGREEMENT

#### **POLICY**

The California Department of Technology (CDT) service offerings available through the CALNET Contract are primarily designed to meet State agency requirements. These services, however, may be purchased by qualified non-state agencies including federal and local government agencies. These agencies include cities, counties, schools, libraries, special districts, and other agencies that are entirely tax-supported, or who have a qualified Joint Powers Agreement (JPA). This Policy is applicable to CALNET statewide telecommunications services.

The California Department of Technology/Statewide Telecommunications and Network (CDT/STN) reviews the agency's qualifications and authorizes use of the CALNET Contract. Approval from the CDT/STN is required **prior** to the use by non-state agencies.

All entities requesting use of the CALNET contracted services shall certify that they are one of the following:

1. An entirely 100% tax-supported agency.

or

2. An agency with a Joint Powers Agreement (JPA).

Note: Any service authorization based on JPA status must be used solely to support the business of an entirely 100% tax-supported, non-profit agency, and must be discontinued at the termination of the JPA.

<u>or</u>

Federally recognized Indian Tribes.

The CDT/STN reserves the right to request documentation to substantiate authorization of user status as appropriate. It is the responsibility of the non-state agency to ensure that the services being requested will be used only in support of government business.

All non-state agencies meeting the above criteria shall, for the purposes of this document, be referred to as an "Authorized Agency" and if approved will be added to the CALNET Application Management System (CAMS). Previously approved Authorized Agency's may be found in our CAMS database located at: <a href="https://cams.technology.ca.gov/">https://cams.technology.ca.gov/</a>. If your agency has not been previously approved, complete, sign and submit the attached Non-State Agency Service Policy and Agreement for review and approval to obtain authorization for the use of the CALNET contract.

#### INSTRUCTIONS

- Attach documentation substantiating eligibility status (examples: Legislation, Statutory authority, JPA and other related documents that corroborate eligibility).
- 2. Sign and attach the "Non-State Agency Service Policy and Agreement" indicating you have read and agree with the conditions of this policy.
- 3. Submit package directly to CDT/STN or through the appropriate contractor's local account manager/representative (see below).

You will generally be notified of eligibility within 10 business days after receipt by the CDT/STN. If you do not hear in a reasonable time, please call CDT/STN at (916) 657-9150.

#### FORM SUBMISSION

Submit your Non-State Agency Service Policy and Agreement requests along with all supporting documentation for review and approval by CDT/STN using one of the following options:

Option 1: Mail

California Department of Technology

Statewide Telecommunications and Network

P.O. Box 1810, STN Y-13

Rancho Cordova, CA 95741-1810 Attn: CALNET Program Maintenance

Option 2: E-Mail directly to CDT/STN at <a href="CIOSTNDCCSU@State.ca.gov">CIOSTNDCCSU@State.ca.gov</a>

- OR -

Option 3: Provide to the awarded contractor's local account manager/representative for submission to CDT/STN OTech for review and approval.

# STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF TECHNOLOGY NON-STATE AGENCY SERVICE POLICY and AGREEMENT

I have read, understand, and agree to all policies and requirements of the Non-State Agency Service Policy and Agreement.

I also certify that we, the requesting agency, meet the established criteria for "Authorized Agency" status.

Please complete all the requested information on this page and attach substantiating documents as outlined above.

Requesting Agency	Date
Authorized Agency Representative	Signature
Mailing Address	City, State, Zip
Telephone #	E-mail Address



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SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 2017

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

Dear Directors:

## CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF EXECUTIVE DIRECTOR AND ALTERNATE APPOINTMENT

#### RECOMMENDED ACTION

It is recommended that your Board appoint the Executive Director as the LA-RICS Alternate designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.

#### BACKGROUND

At the Authority Board meeting of June 19, 2013, your board delegated authority to the Executive Director, on behalf of the JPA, to take all necessary actions to become a member of the CJPIA, and to participate in its liability program for self-insured loss pooling at the limits previously specified. On June 26, 2013, the CJPIA Executive Committee voted unanimously to allow membership to the Authority. As part of the membership process, the CJPIA requires the attached Certification of Director and Alternate(s) be completed annually and return to the CJPIA. We return to your Board today to request that you appoint the Executive Director as the Alternate designee to Board Member Mark Alexander, who will remain as a director on the CJPIA as the LA-RICS representative. The Executive Director will also select and complete the required Certifications for CJPIA membership compliance.

LA-RICS Board of Directors May 4, 2017 Page 2

Interim Executive Director John Radeleff and Board Member Mark Alexander are currently the Board designees for the CJPIA. Revising the Certification of Director and Alternate form would allow the California JPIA members to certify our updated designee at its Annual Board of Directors meeting scheduled for <u>Wednesday</u>, <u>July 19</u>, <u>2017</u>.

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

There is no fiscal impact.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,

SCOTT EDSON

**EXECUTIVE DIRECTOR** 

SE:WST:pl

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Enclosure

c: Counsel to the Authority



#### **CERTIFICATION OF DIRECTOR AND ALTERNATE(S)**

I hereby certify that as of this date, the Official Minutes and Records of the Board of the Los Angeles Regional Interoperable Communications System (LA-RICS) confirm that the following persons have been appointed to represent the LA-RICS, in accordance with the provisions of Article 7 of the California Joint Powers Insurance Authority Joint Powers Agreement.

DIRECTOR (Board Member)	:	
Mark Alexander Name	LA-RICS Board Member  Title	malexander@lcf.ca.gov email address
ALTERNATE(S) (one or mo	re, may be Board Member or staff):	
Scott Edson Name	Executive Director Title	Scott.Edson@la-rics.org email address
Name	Title	email address
Name	Title	email address
Name	Title	email address
Priscilla Lara, LA-RICS Boa Secretary Signature  Los Angeles Regional Interd Agency (please print agency name	pperable Communications System (	(LA-RICS) Authority
Date		



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SCOTT EDSON EXECUTIVE DIRECTOR

May 4, 2017

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

Dear Directors:

## DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR OF LA-RICS TO SIGN MINISTERIAL PERMIT APPLICATIONS AND/OR PERMITS

#### **SUBJECT**

This action is to request delegated authority to the LA-RICS Executive Director, or his designee, to sign ministerial permit applications and/or permits.

#### RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director to sign ministerial permit applications and related permits. This Board delegation would enable the Executive Director to sign the United States Department of Agriculture (USDA), Forest Service Special Use Permit (SUP) application, Federal Aviation Administration (FAA) outgrant application, coastal development permit, conditional use permit and other permit application and permits for jurisdictional approval needed to comply with codes, ordinances and regulations to enable site construction and the implementation, operation and maintenance of the Land Mobile Radio (LMR) System.

#### **BACKGROUND**

Certain Federal, State and local agencies require ministerial permit and the submittal of permit application for jurisdictional approval prior to any construction related activity occurring. This includes proposed LMR System sites on federal land administered by federal agencies such as the USDA Forest Service and sites in the Coastal Zone. Some of these jurisdictions require the person signing the permit application to be legally authorized to represent the organization submitting the application and that the application includes written documentation demonstrating the legal authorization or delegation of authority. The approval of the recommended action would provide the delegation needed for inclusion in applicable permit and/or permit applications such as

LA-RICS Board of Directors May 4, 2017 Page 2

the special use permit application for the USDA Forest Service in compliance with jurisdictional requirements.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide for the continued jurisdictional processing and approval of ministerial permit applications and/or permit required for construction related activity and the implementation, operation and maintenance of the LMR System.

#### FISCAL IMPACT/FINANCING

There is no fiscal impact.

#### CONCLUSION

Approval of delegated authority to the Executive Director would allow for the signing of any and all future related ministerial permit applications and permits required for the construction related activity and the implementation, operation and maintenance of the LMR System.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

SE:WST:pl

c: Counsel to the Authority