



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING
Thursday, October 7, 2021 • 9:00 a.m.

Microsoft Teams Meeting*

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

Call-in Number for Board Members and Public:

Telephone Number: (323) 886-6924

Conference ID: 886 680 557#

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

AGENDA POSTED: October 1, 2021

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

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

MEMBERS:		ALTERNATES:	
1.	Fesia Davenport , CEO, County of Los Angeles	1.	John Geiger , General Manager, CEO, County of Los Angeles
2.	Daryl L. Osby , Vice-Chair, Fire Chief, County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief, County of Los Angeles Fire Department
3.	Alex Villanueva , Chair, Sheriff, County of Los Angeles Sheriff's Department	3.	Brain Yanagi , Acting Chief, County of Los Angeles Sheriff's Department
4.	Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services	4.	Kay Fruhwirth , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services
5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association	5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Interim Police Chief, City of South Pasadena Police Department	6.	Vacant Seat , The Los Angeles County Police Chiefs Association
7.	Mark R. Alexander , City Manager, CA Contract Cities Association	7.	Marcel Rodarte , Executive Director, CA Contract Cities Association
8.	David Povero , Chief of Police, City of Covina Police Department	8.	Ric Walczak , Captain, City of Covina Police Department
9.	Mark Fronterotta , Chief of Police, City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief, City of Inglewood Police Department
10.	Brain Leyn , Captain, City of Signal Hill Police Department	10.	Vacant , City of Signal Hill Police Department

OFFICERS:
Scott Edson , Executive Director
Arlene Barerra , County of Los Angeles Auditor-Controller
Keith Knox , County of Los Angeles, Treasurer and Tax Collector
Susy Orellana-Curtiss , Administrative Chief
Beatriz Cojulun , 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. September 2, 2021 – Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

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

E. Finance Committee Chairs Report – No Report

VII. DISCUSSION ITEMS (F-J)

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

Agenda Item F

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

Agenda Item G



H. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Agenda Item H

I. Outreach Update – Lieutenant Sven Crongeyer

Agenda Item I

J. Replacement of Oversight Committee Member

Agenda Item J

VIII. ADMINISTRATIVE MATTERS (K-L)

K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO EXTEND THE LEASE AGREEMENT FOR OFFICE SPACE LOCATED AT 2525 CORPORATE PLACE, SUITE 100 (LA-RICS HEADQUARTERS)

It is recommended that your Board:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Delegate authority to the Executive Director as follows:
 - a. To negotiate, finalize, and execute the first amendment to the Lease Agreement with EastGroup Properties, LP, in substantially similar form to the Enclosure, to extend the lease agreement for an additional thirty-six (36) months, starting on November 1, 2021, for a maximum first year lease cost of \$244,049, which shall increase at a rate of three percent (3%) upon the anniversary of the lease commencement date.
 - b. To accept up to \$83,350 from EastGroup as an allowance for tenant improvements to design, plan, permit, construct, and manage tenant improvements within Suite 100 of the LA-RICS Headquarters.

Agenda Item K



L. APPROVE AMENDMENT NO. 81 –TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval and execution of Amendment No. 81 regarding Phase 4 activities at the MCI site to allow the design, construction, implementation, operation and maintenance activities are within the scope of the activities previously authorized at this site on August 5, 2021, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, any leased circuit work that may occur outside of MCI site, if needed to provide network connectivity to the LMR System, is also within the scope of the activities previously authorized for the MCI site on August 5, 2021, which your Board found exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 81 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to account for the replacement of the of Saddle Peak (SPN) site with the MCI site from the scope of Phase 4 (LMR System Implementation) for a net cost increase in the amount of \$129,529.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$129,529 from \$289,485,763 to \$289,615,292.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 81.
5. Delegate authority to the Executive Director to execute Amendment No. 81, in substantially similar form, to the enclosed Amendment.

Agenda Item L



IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, November 4, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

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

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

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



BOARD OF DIRECTORS

MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, September 2, 2021 • 9:00 a.m.
Conducted via Microsoft Teams Meeting*

BOARD MEMBERS PRESENT:
Daryl Osby , Vice-Chair, Fire Chief, County of Los Angeles Fire Department
Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services
Brian Solinsky , Chief of Police, City of Inglewood Police Department
Chris Nunley , Chief of Police, City of Signal Hill Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT:
John Geiger , General Manager, County of Los Angeles Chief Executive Office
Eli Vera , Alternate Chair, Chief, County of Los Angeles Sheriff's Department
Marcel Rodarte , Executive Director, CA Contract Cities Association
Ric Walczak , Captain, City of Covina Police Department
Ed Ridins , Deputy Chief, City of Inglewood Police Department

OFFICERS PRESENT:
Scott Edson , LA-RICS Executive Director
Susy Orellana-Curtiss , Administrative Deputy
Beatriz Cojulun , LA-RICS Board Secretary

BOARD MEMBERS ABSENT / VACANT:
Fesia Davenport , CEO, County of Los Angeles Chief Executive Office
Alex Villanueva , Chair, Sheriff, County of Los Angeles Sheriff's Department
Vacant Seat , The Los Angeles Area Fire Chiefs Association
Mark Alexander , City Manager, CA Contract Cities Association
David Povero , Chief of Police, City of Covina Police Department
Mark Fronterotta , Chief of Police, City of Inglewood Police Department



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

I. CALL TO ORDER

Alternate Chair, Eli Vera, called the Board meeting to order at 9:00 a.m.

II. ANNOUNCE QUORUM – Roll Call

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. August 5, 2021 – Minutes

Alternate Chair Vera asked if there were any questions or comments from the Board. There were no questions or comments.

Board Member Chris Nunely motioned first, seconded by Board Vice-Chair Daryl Osby.

Ayes 9: Geiger, Osby, Vera, Chidester, Solinsky, Rodarte, Walczak, Ridens, and Nunley.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Land Mobile Radio (LMR) Frequency Update

Executive Director Scott Edson reported that out of the 58 LMR sites, all sites but two (2) have started construction. Good progress has been made at the sites currently under construction.



Executive Director Edson stated that with the start of construction at San Pedro Hill (SPH), that leaves two (2) sites pending the start of construction: Topanga Peak RELAY (TOP-RELAY) and Saddle Peak (SPN)/MCI. The Authority received comments from the Department of Regional Planning (DRP) regarding TOP-RELAY and are working to address them. Deputy Program Manager Tanya Roth will be addressing the comments received under Agenda Item H, in particular a request regarding fence replacement and the timeframe for moving on to the public hearing process.

Executive Director Edson stated that SPN is the other site pending start of construction, which the Authority has planned to replace with the MCI site. The Authority concluded certain site investigations at the MCI site, and estimations confirmed the cost to move forward with the more effective MCI site would result in an overall cost-savings to the program vs. moving forward with the SPN Site. Thus moving forward with the MCI site would be an overall win for the program. Executive Director Edson stated that under Agenda Item J, he recommends the Board's approval to enter into an Agreement for LMR engineering and design related services, which if approved, would be utilized to design the MCI site. Following design, the Authority would return to the Board seeking approval for construction services relating to the MCI site. The Authority's schedule for deploying the MCI site, while aggressive, ensures there will be no delay to the overall schedule comparable to building and deploying the original SPN site. The work estimated at the MCI site falls within the funds earmarked for the SPN site.

Executive Director Edson shared that SPH site began construction in August and is a unique site which contains active Federal Aviation Administration (FAA) equipment. Executive Director Edson thanked the County Los Angeles (County) Sheriff's Department (LASD) for assisting with FAA requirements in providing "supervision" at the SPH site during certain hours of construction. A LASD Deputy has been present at SPH on Fridays to satisfy the FAAs requirement and also to ensure the schedule moved forward uninterrupted. The sole duty of this LASD Deputy has been to immediately notify the FAA should any accidental damage occur to FAA equipment, as this would save the FAA time troubleshooting and help maintain air traffic safety. The site is now approximately 15% complete.

Executive Director Edson stated the Authority encountered an unfortunate surprise at the Rancho Palos Verdes TEE (RPVT) golf course site. Agenda item K, presents a change order to address new utility power work needed at the RPVT site, including certain underground electrical work. The team will provide additional detail supporting this change order under Agenda Item K.



Executive Director Edson stated Program Manager Delfino would provide additional details on construction activities at the various LMR sites following his report.

Executive Director Edson said that regarding the Integrated Master Schedule (IMS), the Authority met with MSI (Motorola Solutions, Inc.) yesterday (Wednesday, September 1, 2021) and are pending execution of the Work Acceptance Certificate (WAC) for the IMS showing a system acceptance date in October 2023. The IMS shows “acceptance” of subsystems via a phased approach vs. accepting overall system at once. In discussions with MSI, the Authority believes the WAC and amendment could be executed next week, while the parties negotiate breaking out payments for subsystem acceptance in another future amendment. Unfortunately, the MSI Project Director had a family emergency, which would delay review and approval of the WAC, and ultimately the amendment.

Executive Director Edson stated that with an agreed-upon IMS, the Authority can move forward with discussions with California Governor’s Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) regarding the additional time and funding needed to complete the LA-RICS Program. Executive Director Edson met with certain members within the region and they have expressed their continued support for interoperable communications in the region. The Authority is working with the County Chief Executive Office (CEO) and the City of Los Angeles Mayor’s Office to prepare the Authority’s application for the Urban Area Security Initiative (UASI) 22’ grants cycle.

Executive Director Edson assured the Board that any item presented for their consideration would have funding identified under existing awarded grants. Executive Director Edson stated the project grant spending plan, or as the region refers to it, grant workbook, includes a contingency line item that set aside grant funding to pay for unforeseen changes in site costs/site conditions, weather impacts, etc. Executive Director Edson said that every item presented to the Board that resulted in a cost increase to the Contract identifies a fund source within the Authority’s approved grant spending plan.

Executive Director Edson went on to say that in regards to frequency issues and licensing, as the Authority reported to the Board the last several months, the County’s analysis / final report regarding the interference experienced at various sites is in progress. Executive Director Edson stated that as soon as the Authority receives the



report, findings would be communicated to the Board. Lead Engineer Pao would address questions under Agenda Item G.

Long Term Evolution Round 2 (LTE2) Update

Executive Director Edson stated that as LTE2 comes to a close, the judicial courts have finally overcome some staffing shortages which impacted the Authority's ability to finish work at the Pomona Court House 2 (POM2) site. The Authority is projecting it will finish the POM2 site this month. Project Director Odenthal will be reporting on a few other items pending completion for sites 21-26, under Agenda Item F.

Administrative

Executive Director Edson followed up regarding the Board's question about in-person meetings. The Authority continues awaiting directive from the County regarding the resumption of in-person meetings. However, staff has been exploring venues that would facilitate hosting hybrid meetings, those held in-person while allowing participants to join via virtual connection. Executive Director Edson stated the Authority would continue to work closely with County Counsel to ensure all public meeting requirements are met and in a safe environment following any health related requirements.

Executive Director Edson concluded by sharing the Authority has negotiated the LA-RICS Headquarters' Lease Agreement (space) renewal. However, the final agreement was not achieved in time to present it to the Board for today's meeting, but anticipate presenting it at the October Board meeting.

Board Member Chief Osby commented that he recently met with Executive Director Edson, project management team and MSI. Board Member Osby expressed his concern in regards to the IMS, which he understood would be ready in a week, and is now learning it is still not completed. Board Member Osby requested Executive Director Edson provide the Board with an update regarding IMS, and Director Edson said information would be provided.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

LMR PROGRAM CONSTRUCTION OVERVIEW



Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program.

Program Director Delfino shared an LMR Network diagram (map).

Open and Active Sites:

Program Manager Delfino provided a list of active construction sites:

- There are thirteen (13) active sites at this time. Some of the sites like UNIV are working on closing out punch-list items, while other sites are completing shelter work. Nearly all towers are erected at the active sites. All of the other sites listed below are substantially complete with Phase 2 infrastructure work, except those with an asterisk, such as the Catalina Sites*, which are in the process of installing the communication towers at this time. MSI has been tracking closely with the IMS for Ph.2 work at this time.
 - Burnt Peak (BUR1),
 - Pine Mountain (PMT),
 - Rancho Palos Verdes TEE (RPVT),
 - Green Mountain (GRM),
 - Mount Lukens-2 (MTL2),
 - Universal (UNIV),
 - Black Jack Peak (BJM),*
 - East Sunset Ridge (ESR),
 - Los Angeles County Fire 072 (LACF072),
 - Tower Peak (TWR),*
 - Dakin Peak (DPK)*
 - Frost Peak (FRP) and
 - San Pedro Hill (SPH)
- There are only (2) sites remaining to start construction, which are MCI and TOP-RELAY. The project team made a trip to MCI during this period to ascertain the condition of the building, finding that it was substantial re-useable will aid in California Coastal Commission approval for use as well as reduce construction costs for the project.

Notable August successes on the LMR Program:

- There are zero recordable injuries to-date. Considering the current fire situations e.g. San Antonio fire, which caused some temporary site access issues to the ESR site, but was quickly re-opened once the fire was extinguished. Thank you to County of Los Angeles Fire Department (LACoFD)



for the trip they made to the ESR access road to survey post fire, to make sure that the road was still useable, which it was.

- Southern California Edison (SCE) is tracking behind schedule at several of the sites where their services are required. Although, in this period SCE finally provided some customer commitment dates for turning on power at the below listed sites:
 - FRP on October 11, 2021
 - Grass Mountain (GMT), Mount Disappointment (MDI), MTL2, Whitaker Ridge (WTR) in October 2021

MSI has indicated that as long as FRP has power by mid-October, then the Ph.4a work can be completed by the end of November, which is the anticipated road closure date, pending ski season conditions.

SAA's:

Program Manager Delfino informed the Board that all site access agreements are complete.

Open Items of Focus:

- The IMS submission of July 13, 2021 DD version 10 is anticipated to be the officially accepted schedule once the Work Acceptance Certificate (WAC) is executed; which is in the review and approval process currently.
- MSI's contractor's license re-instatement is still is not in place and the Project Team is closely monitoring the situation.
- The surety company remains involved in reviewing contractor default claims.
- A draft amendment is in the review and approval process and is aimed to resolve a variety of issues due to the currently planned system delivery, including clarifications on warranty items and key milestones for payments

Areas of Improvement:

Program Manager Delfino further reported on Areas of Improvement, which have had month-over-month consistencies:

- Schedule – MSI has done better with the schedule
- Contract language regarding cut-over plan



- Change order processing
- Contractor productivity – MSI has been far more productive than observed in the past

Featured Site:

With respect to the SPH site, Program Manager Delfino reported:

- This site started its Phase 2 work on time, and is making excellent progress.
- The milestone that MSI and the Authority agreed needs to be completed, is the erection of the tower by December 1, 2021, and is currently on track to achieve that objective.

This concluded the report on Agenda Item C from Program Manager Delfino. There was no further discussion.

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

E. Finance Committee Chair Report – No Report

VII. DISCUSSION ITEMS (F-I)

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

Program Director Chris Odenthal provided an overview of the PSBN Round 2 project and provided an update on the following sites 21-26:

- Montebello PD (MNTBLPD) and Los Angeles Pier 400 (POLA1) have been completed with electrical turned on.
- Los Angeles Pier 300 (POLA2) is pending final agreement between AT&T Corporation (AT&T) and Fenix terminal for power and fiber connection.
- Magic Mountain Link 2 (MML2) is finishing up its trenching for power in the forest.
- Sites 1-20: there are three (3) sites are pending power connection Whitaker Ridge 2 (WTR2), Whitaker Middle Peak 2 (WMP2), and SCE Studebaker (SCESTUD), with a confirmation from SCE that power would be turned on in September.
 - WTR2 and WMP2 are also LMR sites that contributed to its difficulties from a power delivery standpoint.



- Pomona Court House 2 (POM2), would be turning on the site on September 13, 2021. The site should be done by the end of the month, since it is a house power site, with no additional power delivery required.

This concluded the update on Agenda Item F by Program Director Odenthal. There was no further discussion.

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

Technical Lead Ted Pao reported the Technical Working Group continues to perform spectrum interference monitoring at selected LA-RICS sites to validate the spectrum fingerprinting reports. Technical Lead Pao went on to say the working group meets weekly to go over data collected and discuss the interim results. Technical Lead Pao stated that in addition to the spectrum monitoring, a receiver desensitization test was conducted during the week at Compton Court Building (CCB) that provided a baseline effective receiver sensitivity reading. Technical Lead Pao reiterated, that as reported last month, with better understanding of this issue, it would assist the Authority in the future to assessments of the interference impacting to the system and any mitigation strategy.

Technical lead Pao stated that for the Authority's FCC licensing update, he was pleased to report that the Authority/County have received additional seven (7) UHF licenses from the FCC. Eight (8) applications are still in pending status, three (3) of them are associated with Tejon Peak (TPK) site that are expected to have a longer review and administrative process by the FCC.

This concluded the report on Agenda Item G by Lead Engineer Ted Pao. There was no further discussion.

H. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Deputy Program Manager Tanya Roth provided highlights on the progress of two (2) sites remaining with coastal permitting to be completed. The report included sites TOP-RELAY and MCI.

TOP-RELAY



Deputy Program Manager Roth started her report with TOP-RELAY, which is a LMR site located within a Waterworks compound that also houses a water tank, sensitive Waterworks equipment, and LASD radio infrastructure. The LA-RICS facility would occupy approximately 20% of the overall compound.

Deputy Program Manager Roth said that DRP Planner and Biologist comments were received on Aug 12, 2021, and August 17, 2021, respectively. The Project Team has been working to address all items. The most significant item being the DRPs request for the Authority to replace all existing chain-link with barbed wire fencing at the Waterworks facility with a fencing style that is considered to be more aesthetically pleasing. Waterworks and LASD have both experienced vandalism at the TOP-RELAY site, and are sensitive to fencing that could reduce site security. Staff has engaged in active discussions with DRP in an effort to identify a middle ground that would meet aesthetic code requirements related to fencing, as well as address the security needs of Waterworks, LASD and the Authority.

MCI

Deputy Program Manager Roth stated upon approval of the Engineering Design and Related Services agreement, which would be presented to the Board under Agenda Item J that the Authority team is prepared to run full steam ahead with the MCI site. The Site Access Agreement (SAA) is prepared and ready for full execution. The Site Owner is ready to handover keys to the Authority, and the existing SCE service is ready to be transferred to the Authority's name. Deputy Program Manager Roth went on to say that issuance of a Notice to Proceed (NTP) to the proposed consultant, B&J HBK, Inc., doing business as Brandow and Johnston, would kick off the activities needed to produce the components of a Coastal Development Permit application at the MCI location.

Deputy Program Manager Roth stated as previously reported, that per early consultation with the Coastal Commission, a collocation on the existing 70' lattice tower and within the existing shelter, may qualify for a Coastal Exemption, formally referred to as a Santa Monica Mountains Local Implementation Plan Exemption Determination. Deputy Program Manager Roth stated that engineering assessments that were provided, demonstrate the existing tower and foundation can support the LMR equipment. The Coastal application has been forecasted for submittal before the end of this year.



This concluded the update on Agenda Item H by Deputy Program Manager Roth. There was no further discussion.

I. Outreach Update – Sven Crongeyer

Operations Lead Lieutenant Sven Crongeyer provided the June Outreach Update.

Operations Lead Crongeyer updated the Board with a detailed outreach summary document for the month of August, which was included in the Agenda packet for review and information.

Operations Lead Crongeyer said that a March 3, 2022, meeting date has been set for a LA-RICS presentation at the Sheriff's Contract City Managers' Educational Seminar. Operations Lead Crongeyer went on to say that planning for this event begins in October 2021.

Operations Lead Crongeyer stated the Authority spoke with representatives from the Claremont Police Department last month to discuss dispatch console connectivity, system coverage in the East Cell, and budget planning for onboarding to LA-RICS.

Operations Lead Crongeyer reported that LA-RICS staff had spoken with the radio coordinator for NASA and also with the Jet Propulsion Laboratory. Operations Lead Crongeyer went on to say they are testing the Cerro Negro (CNR) site for their security department. Operations Lead Crongeyer provided further discussion detail regarding their communications needs, including their desire for interoperability with the LASD and the Pasadena Police Department.

Operations Lead Crongeyer concluded by saying the Authority has been working closely with the Signal Hill Police Department as well as following up with status of their radio code plug, and to see how coverage and testing has been working for their Department.

This concluded the report on Agenda Item I. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (J-K)

J. APPROVE AN AGREEMENT FOR LAND MOBILE RADIO (LMR) ENGINEERING DESIGN AND RELATED SERVICES



Contracts Manager Jeanette Arismendez presented Agenda Item J.

Contracts Manager Arismendez requested the Board find the proposed actions exempt from California Environmental Quality Act (CEQA) because the activity contemplated are excluded from the definition of a project as further described in the Board Letter.

Manager Arismendez requested the Board's approval of the LMR Engineering and Design Services Agreement with B&J HBK, Inc., doing business as Brandow & Johnston (B&J), in substantially similar form to the Enclosure to the Board Letter, for a total not-to-exceed contract amount of \$229,000 (Two Hundred, Twenty-Nine Thousand Dollars), which, if approved by the Board, would be funded by UASI 2019 Grant.

Contracts Manager Arismendez requested the Board to delegate the authority to the Executive Director to:

- Execute the Agreement substantially similar in form to the Enclosure attached to the Board Letter.
- Approve and execute Amendments to the Agreement that do not impact the total not-to-exceed contract amount, the term, or any terms or conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the County.
- Issue NTPs for work contemplated in the Agreement.

Contracts Manager Arismendez provided background to the Board by reporting that on January 7, 2021, the Board authorized the Executive Director to enlist the assistance of County Department of Public Works (DPW) for procurement services, in particular for architectural and engineering (A&E) and construction procurement services, for one (1) or more LMR System Sites should more effective site options become available and/or if design related work that could not be accommodated under the existing contract with MSI.

Contracts Manager Arismendez informed the Board that the proposed Agreement presented for their consideration was the result of a successful procurement and negotiation with B&J.

Contracts Manager Arismendez proceeded to provide additional background and went on to say that in June 2021, the Request for Proposals (RFP) was released to the public. Three (3) proposals were received on July 19, 2021. One (1) proposer



withdrew its proposal and the remaining two (2) proposers moved on to the evaluation phase. The Authority entered into negotiations with B&J, was the highest rated Proposer, on August 9, 2021.

Contracts Manager Arismendez stated that the item before the Board was the final negotiated contract with B&J, and therefore the Authority asked for Board approval.

Contracts Manager Arismendez stated that the item before the Board, was the negotiated contract with B&J, therefore the Authority asked for Board approval.

This concluded Agenda Item J presented by Contracts Manager Arismendez. There was no further discussion.

Alternate Chair Vera asked if there was a motion to approve.

Board Member Nunley motioned first, seconded by Board Vice-Chair Osby.

Ayes 9: Geiger, Osby, Vera, Chidester, Solinsky, Rodarte, Walczak, Ridens, and Nunley.

MOTION APPROVED.

K. APPROVE AMENDMENT NO. 75 – UNILATERAL AMENDMENT NO. 14 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

Contracts Manager Jeanette Arismendez presented Agenda Item K.

Contracts Manager Arismendez requested the Board authorize the approval of Amendment No. 75 / Unilateral Amendment No. 14, to the LMR Agreement with MSI and request the Board to make those certain CEQA findings as set forth in the Board Letter, as well as approve the Agreement in its entirety, which incorporated a Change Order for utility work for the RPVT site, which would result in a cost increase to the Maximum Contract Sum for an amount of \$286,577, if approved by the Board, would be funded by the UASI 19' Grant.

Contracts Manager Arismendez stated it was necessary to proceed with this Change Order at the RPVT site, because it is based on the final power design prepared by SCE, which requires and contemplates extensive electrical underground service,



including boring under fairways and some trenching and the installation of appropriately sized electrical conductors buried 30 inches below grade from the utility meter to the service disconnect located on the building. Contracts Manager Arismendez stated these activities were not previously contemplated because when the site was trued-up the Authority, it did not yet have SCE's final power plan or the easements required to perform the work, but are necessary to complete construction activities at this site.

Contracts Manager Arismendez stated that however, due to the lack of agreement by both parties, the Authority, based on its evaluation of the submittal recommends proceeding with the issuance of Unilateral Amendment No. 14 for this work, absent a consensus with MSI regarding pricing.

- Authorize an increase to the Maximum Contract Sum for an amount of \$286,577 (Two Hundred Eighty-Six Thousand, Five Hundred Seventy-Seven Dollars) from \$289,098,311 to \$289,384,888 (Two Hundred Eighty-Nine Million, Three Hundred Eighty-Four Thousand, Eight Hundred Eighty-Eight Dollars, which will be funded by the UASI 19' Grant.
- Allow for the issuance of one of more Notices to Proceed for the Work contemplated.
- Delegate authority to the Executive Director to execute Unilateral Amendment No. 14, in substantially similar form, to the Amendment enclosed with your Board Letter package.

This concluded Agenda Item K presented by Contracts Manager Jeanette Arismendez.

There was no further discussion.

Alternate Chair Vera asked if there was a motion to approve.

Board Member Brian Solinsky motioned first, seconded by Board Member Cathy Chidester.

Ayes 9: Geiger, Osby, Vera, Chidester, Solinsky, Rodarte, Walczak, Ridens, and Nunley.

MOTION APPROVED.



IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:38 a.m.

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

The Board returned from Closed Session at 10:00 a.m., Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

Alternate Board Member Vera called for a motion to adjourn.

The Board meeting adjourned at 10:01 a.m., and the next meeting will be held on October 7, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

Executive Summary
October 7, 2021

LTE Update

- PSBN Round 2 – Sites 1-20 have been complete since the Summer of 2020. For all sites, there were no recordable injuries, labor compliance violations, nor environmental findings on the build-out. Regarding Sites 21-26, the Authority has completed all builds except for the installation at the Pomona Court House (POM2), which is now planned for completion by the end of September due to the pause created with the building alarm being triggered during work at the site (impacted site escorts, review of cause memo, and two-week notice of return-to-work). There remains only two weeks of work required for completion. Closeout materials for the five (5) sites constructed are assembled and are under review by FirstNet/AT&T Corporation (AT&T) for acceptance. The Authority and its contractors are poised to bolster improved AT&T/FirstNet coverage in the region with the delivery of public safety grade LTE sites in 2021.

LMR Update




- Phase 2
 - Building Permit(s) Total site count remains at fifty-eight (58) sites for the LA-RICS LMR Network. Topanga Peak RELAY (TOP-RELAY) has been submitted for consideration to the County of Los Angeles Department of Regional Planning on behalf of the California Coastal Commission. The Saddle Peak (SPN) site is currently under review by Los Angeles County Department of Public Works (DPW). However the Project Team is currently analyzing the use of an existing communications facility that sits adjacent to the SPN area. The existing communications facility is called MCI.
 - Motorola submitted the Integrated Master Schedule (IMS) July 13, 2021, DD on July 28, 2021, with a finish date shown as October 05, 2023. Subsequently, MSI submitted an August 17, 2021, DD IMS on August 30, 2021, which is now the version that the parties plan to accept utilizing Section 4.2 and a Work Acceptance Certificate.
 - Below is a breakdown of current site progress:
 - Nearing the Phase 2 and Phase 4a completion:
 - Loop Canyon (LPC), Portal Ridge (PRG), Whitaker Middle Peak (WMP), Magic Mountain Link (MML)
 - Started construction last month:
 - San Pedro Harbor (SPH) (August 09, 2021 started on time.)
 - Sites remaining to start construction, MCI as replacement for SPN and TOP-RELAY.
- Phase 4 – Optimization and Closeout
 - There are eleven (11) cells on the air
 - Cutover plans are currently being further developed and managed to ensure that cutovers occur as planned in the IMS and by agencies. If an LA-RICS

Member wants to participate in the initial wave of cutover please reach out to Ted Pao or Steve Page.

- Discussions with Inter Subsystem Interface (ISSI) and the State of California and the Mayor's Office have focused on interoperability beyond ISSI using Critical Connect. The State of California is already a user and is looking to partner with LA-RICS for service in the County of Los Angeles.
- ISSI connection has been successfully tested and used on multiple occasions including talk groups established with Torrance and Inglewood utilizing LA-RICS along with the Interagency Communications Interoperability (ICI) Network.
- Twenty-three (23) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted to LA-RICS for record.

LMR SITES



Sites Phase 2 Not Started (3)	
Sites Under Construction (14)	
Sites Phase 4a Ready (41)	

AGENDA ITEM B

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12'	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13'	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14'	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16'	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17'	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18'	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19'	\$35,000,000	\$34,936,591*	\$ 183,605	\$63,409	5/31/22
UASI 21'	\$2,000,000			\$2,000,000	3/31/22
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Costs incurred, NTP Issued and / or line item included in approved Spending Plan.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation 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 Project Management Company

Communications Vendor:

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



Monthly Report No. 113

September 2021

Submitted September 30th, 2021

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AGENDA ITEM C

LTE UPDATES

Operations/Governance

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

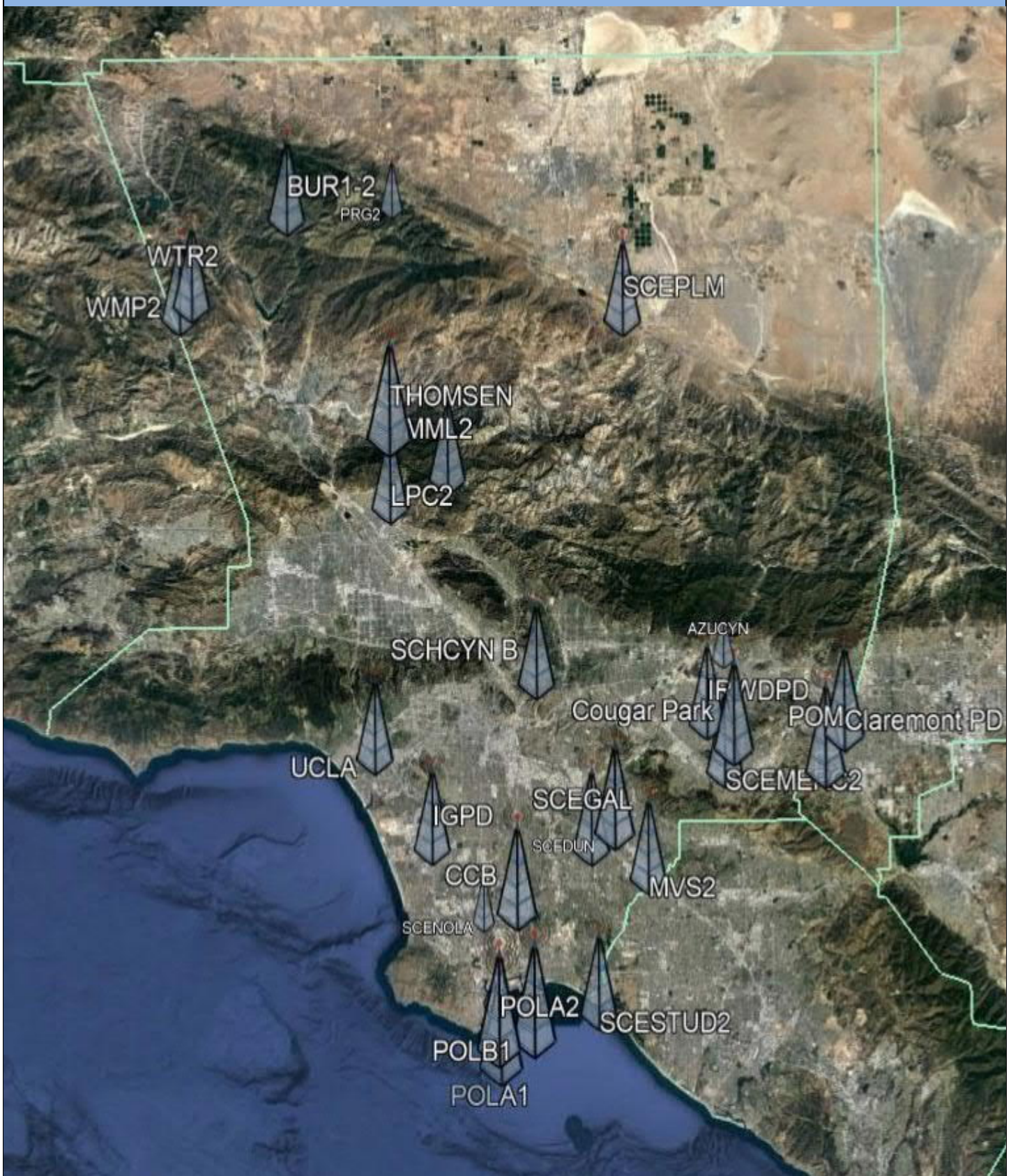
Special Events

- No new activity.

LTE Round 2 Updates

- September 2021 saw progress in utility activation for WMP2, WTR2 and SCESTUD where Southern California Edison provided the Authority with customer commitment dates for power on in October 2021. Sites 21-26 have been completed except for one (1) site; POM2, which was slated for completion at the end of July, however the project completion date was extended due to the accidental triggering of a building fire alarm that forced a building evacuation during operating hours. All work was suspended by the Judicial Council of California (JCC) until the month of September 2021. The JCC has requested a list of policy changes that will guarantee that such an event is not be repeated, those changes are now enacted. The POM2 site is approximately 98% complete and will be quickly completed in October 2021. The POLB1 site will not be constructed by LA-RICS. The design work for POLB1 and construction plans will be delivered to FirstNet AT&T.
- There are no safety issues to report on in this period
- There are no labor compliance issues to report in this period.
- There are no environmental compliance issues to report in this period.

LTE2 SITE MAP



LMR UPDATES

Environmental Update

- Jacobs continued the full-time MMRP monitoring effort in this period as several ground disturbing activities are still taking place during Ph.2 work. Motorola has not substantially improved its' ability to forecast work that requires advanced planning measures adhered and, or advanced landlord notification. While blatant mis-scheduling of work has become less frequent, it has not yet been eradicated from the Ph.2 effort, which directly impacts the MMRP efforts and workflow, since monitors are required onsite for certain work. An example of the issue is when MSI cancels work on short notice (less than the stipulated and mutually agreed notification period of 48 hours) resulting in LA-RICS monitors dispatched to sites with no activity. Motorola received formal correspondence from LA-RICS demanding that MSI discontinue late cancelations, no shows, and early dismissal of work so that site monitors aren't misdirected and so that work proceeds on a continual basis. An additional formal notification including a request for reimbursement was transmitted to Motorola. Since that time there has been mild improvement in attendance for scheduled work as noted above.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,648 persons as of September 21, 2021.
- The Project Team has continued to support development of and review of MSI's coastal development permitting documents.
- One new NOE (for Site RPVT) was filed as a result of actions taken during the September Board meeting.
- The Project Team supported development of environmental documentation for submittal to FEMA for changes at Site SPN also known as Site MCI.

Permitting Support

- There are two (2) building permits yet to be received, one (1) building permit that is under review by the Department of Regional Planning (DRP) for Coastal Commission approval, RELAY and another, MCI that has yet to be submitted. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOPRELAY, TPK, TWR, UCLA, UNIV, VPK, WMP, WTRJ).

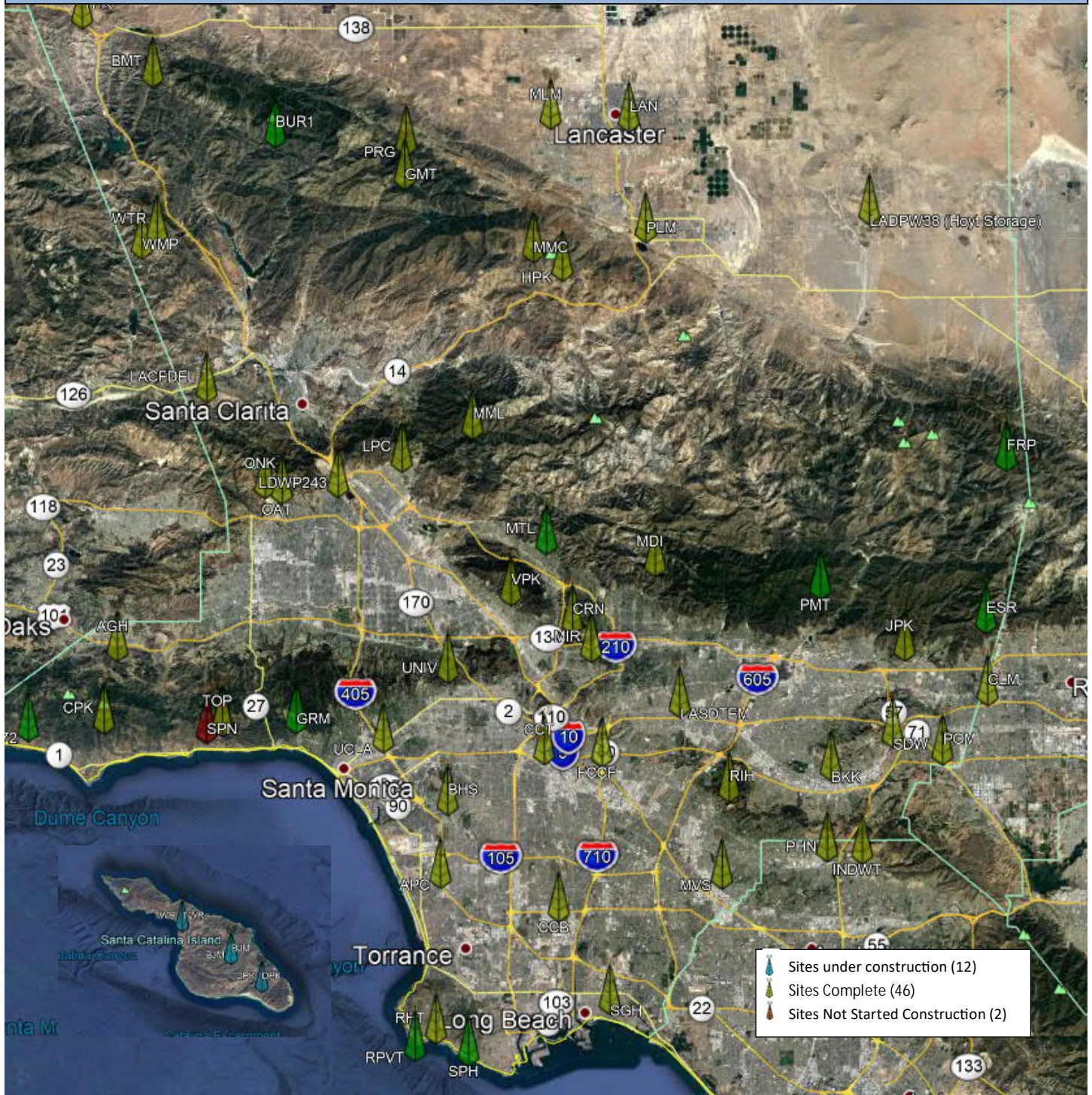
Site/Civil

- All site access agreements (SAA's) are completed and have been transmitted to MSI.
- 58 sites in Network, 47 sites completed through Ph.4a.
- Only 2 sites remain to start, the MCI site and the RELAY installation.
- Over 34 sites have normal power on and are optimized at site level by MSI.
- The special burn permit request for welding the tower structural improvements at ESR was approved by the U.S. Forest Service and the work is has been underway throughout the month of September 2021.
- The "Project Schedule" will be formally accepted once the Work Acceptance Certificate (WAC) originally submitted for the 6/15/2021DD IMS, is red-lined by the Authority to address the list of caveats listed on the WAC. Specifically, the Authority struck the 6/15/2021DD and instead listed the 7/13/2021DDv10 as the schedule for acceptance. The finish date shown on the 7/13/2021DD IMS shows a Final System Acceptance date as October 5th, 2023. In September two updates were provided to the Authority 8/17/2021DD with Program completion date of 10/10/2023 and more recently 9/14/2021DD IMS also having a 10/10/2023 Program completion date. MSI submitted the 8/17/2021DD IMS with a WAC in accordance with Section 4.2 of the Agreement, but in the comments field of the document noted that the WAC ie. schedule will only take effect once an Amendment is executed to address the phased completions of each sub-system and the corresponding effects on warranty, payment milestones, and retentions. MSI and the Authority have met several times each week in the month of September to resolve each parties' issues with the proposed amendment language, yet as of the date of this report has not yet reached agreement on the remaining items, thus the IMS is still not formally accepted. The Authority maintains that the finish date of the Program may be sooner than forecasted by MSI, particularly if the if the review and approval of the TOPRELAY installation finishes sooner than currently planned and MSI follows the Authority's request to concurrently submit for building permit with LA County Department of Public Works instead of waiting for the completion of the Coastal Permitting process. Significant progress is being made at twelve (12) UASI 19 sites, most of which are planned for completion at the end of this year. Six sites are planned to receive electrical utility power from Southern California Edison in the Month of October 2021. Ph.2 close-out materials continue to be a struggle for MSI and formal correspondence will be sent by the Authority by the end of September to request immediate submission of materials still outstanding.

Network

- Frequency usage, narrow-banding, Agency cut-over process, and cut-over duration remain focal items for the LMR Program Ph.4 Teams. All forecasted dates have been forwarded to Motorola for IMS updates, which are included in the 7/13/2021DD IMS as well as the updated versions that succeeded it. System interference on Ch. 16, is still being investigated by the Sheriff's Department and ISD along with the technical leads from the LA-RICS Project Team. The coordination between LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly. In July 2021 the ISSI connection to the ICI system was again successfully tested, connecting South Bay ICI users with LA-RICS during an event at SoFi Stadium as well as other successful tests since that time. MSI has made considerable progress on the turn-up of 700Mhz cells for optimization and have reported that they are on schedule for the turnover of the first subsystem, NMDN Ph.1, in July 2022.
- The LMR Site Map is shown below.

LMR SITE MAP





**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

October 7, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE

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

CO:mbc

Enclosure

AGENDA ITEM F

LA-RICS PSBN SITE DEPLOYMENT
Week of 09/20/2021

Site ID	Type	GC	City Planning	MISC Permit HDP /CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	NA	NA	5/21/2020	Complete	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	10/30/2021	Substantially Complete. (1) Last 500' of trenching needed for LMR to connect to power. LTE2 is work complete and pending power delivery for LMR.
MNTBLPD	Pole	Diversified	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	8/11/2021	Site Complete
POLA1	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	9/15/2021	Site Complete
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	7/30/2021	LA-RICS scope complete. Site waiting for Fenix Terminal and AT&T to finalize power and fiber agreement.
POM2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	10/8/2021	10/30/2021	Access to site restored on 9/20/2021. Work commenced immediately and projected to finish 1st week of October.
POLB1	Pole	Motive	8/20/2020	Complete	9/18/2020	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	No activity required by LA-RICS

Legend	
	Completed
	Forecasted - Scheduled



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SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

The purpose of this discussion item is to update your Board on the radio spectrum issue for the LMR system as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

TP:mbc

AGENDA ITEM G



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

UPDATE ON COASTAL COMMISSION SITES IN THE LAND MOBILE RADIO SYSTEM

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone.

Topanga RELAY (TOP-RELAY): The project team continues to work through corrections from the Department of Regional Planning (DRP). In addition to the fencing items reported to your Board at the September meeting, an update needed to the habitat maps is proving to be challenging to work around. The updated maps show Quercus agrifolia Woodland Alliance, commonly known as Coast Live oak, and also designated as H1 habitat in close proximity to the planned TOP-RELAY development. The project team is working together to strategically plan the best path forward in light of the updated habitat maps.

MCI: Following issuance of Notice to Proceed (NTP) 1 to Brandow and Johnston (B&J) on September 3, 2021, the B&J and Authority teams immediately proceeded with logistics and planning for design and engineering services at MCI as follows:

- 09/03/2021: Existing SCE account transferred into LA-RICS' name
- 09/07/2021: Site Access Agreement (SAA) fully executed
- 09/08/2021: Initial site walk conducted
- 09/13/2021: Preliminary site sketch received from B&J for Authority review
- 09/13/2021: B&J field work for tower mapping complete
- 09/16/2021: Authority comments to prelim Site Sketch Transmitted to B&J
- 09/16/2021: Official Site Sketch submitted from B&J to Authority incorporating comments transmitted earlier that day
- 09/23/2021: Live Review conducted between B&J and Authority
- 09/23/2021: B&J submitted application SCAQMD to transfer AQMD permit from previous tenant to LA-RICS
- 09/24/2021: Site Sketch Rev 1 submitted from B&J to Authority for review

TR:mbc

AGENDA ITEM H



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SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

To: LA-RICS Authority Board of Directors
From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Emergency Communications Preparedness Center (ECPC) Advanced Technology Working Group (ATWG)	September 1, 2021
Bi-weekly Cyber Security Threat Discussions	September 2, 2021
International Association of Chiefs of Police Communications (IAPC) Communications and Technology Committee – Monthly Meeting	September 15, 2021
National Security Agency (NSA) Government Affairs Monthly Meeting	September 16, 2021
International Public Safety Association (IPSA) Board of Directors Meeting	September 17, 2021
2021 FirstNet Superusers Group Monthly Meeting	September 21, 2021
LA-RICS Weekly Outreach Meeting	September 27, 2021
Department of Homeland - Security Office of Intelligence and Analysis, Webinar	September 29, 2021

The Executive Director attended several association meetings related to technology, communications, and public safety.

Authority Staff worked with UCLA Police Department (PD) Staff to prepare 70 new radios for use on the LA-RICS network. The effort included upgrading the features in the radio to operate on the DTVRS, installing the latest version of the radios' firmware for optimum

AGENDA ITEM I

operation, programming the radios, installing the appropriate encryption, and testing. The radios will work on the UCLA existing system and will allow UCLA PD to test the operation of the LA-RICS system prior to system acceptance so that the UCLA staff can work on upgrading their in-building amplifiers for coverage across all buildings on campus. Following final checks, the radios are expected to be deployed to their sworn officers within two weeks.

Authority staff met weekly to discuss new outreach opportunities and followed up on those in progress.

Authority staff met with representatives from the City of Los Angeles Police Department in an ongoing effort to discuss the planned ISSI connection.

The Executive Director is a member of the IACP Communications and Technology Committee and attends monthly meetings to stay current on communications technology, policy and procedures.

A communications plan is being developed with the City of Pasadena Police Department for the upcoming Rose Parade. This plan involves input from LA-RICS, County of Los Angeles Sheriff's Department, Communications and Fleet Management Bureau and the Emergency Operations Bureau.

Authority staff has been in touch with the Hacienda La Puente Unified School District (HLPUSD) Police to discuss needs, and interoperability with the County of Los Angeles Sheriff's Department (LASD) as well as other departments in the region. The HLPUSD Police are currently obtaining LA-RICS system compatible radios and preparing for programming.

The County of Los Angeles Office of Emergency Management will receive LA-RICS System IDs and plans to program their radios in the near future.

Authority staff reached out to the LASD's Aero Bureau to discuss the future testing of airship communications with deputies on the ground is underway. A testing plan is currently in development.

SC:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

REPLACEMENT OF OVERSIGHT COMMITTEE MEMBER

SUBJECT

The Board is advised that a seat on the Oversight Committee is now available. If any member of the Board wishes to fill this seat, please notify the Chair of the Board. The Chair fills the seats on the Oversight Committee, at his discretion. The Oversight Committee monitors change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the Land Mobile Radio (LMR) and Long Term Evolution (LTE) contracts. The replacement member should not be someone representing the County or the Contract Cities, both members currently already serve on the Oversight Committee.

BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Oversight Committee was established by your Board in September, 2013, to monitor change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the LMR and LTE contracts. Given Board Member Chris Nunley's retirement, a seat on the Oversight Committee is now available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request is to fill the vacant position on the Oversight Committee due to Board Member Nunley's retirement.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed this item.

SOC:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

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

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE AN AMENDMENT TO EXTEND THE EXISTING LEASE AGREEMENT
FOR OFFICE SPACE LOCATED AT 2525 CORPORATE PLACE, SUITE 100
(LA-RICS HEADQUARTERS)**

SUBJECT

Board approval is requested to authorize the Executive Director to complete negotiations, finalize, and execute an amendment to extend the existing lease agreement for the office space located at 2525 Corporate Place, Suite 100, Monterey Park, CA (LA-RICS Headquarters), with the property owner EastGroup Properties, LP (EastGroup), for an additional term of thirty-six (36) months with a maximum first year lease cost of \$244,049, with a three percent (3%) annual escalation rate each anniversary thereafter. The lease agreement includes a landlord allowance of up to \$83,350 payable by EastGroup at no cost to the Authority towards tenant improvements.

RECOMMENDED ACTION

It is recommended that your Board:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Delegate authority to the Executive Director as follows:
 - a. To negotiate, finalize, and execute the first amendment to the Lease Agreement with EastGroup Properties, LP, in substantially similar form to the Enclosure, to extend the lease agreement for an additional thirty-six (36)

months, starting on November 1, 2021, for a maximum first year lease cost of \$244,049, which shall increase at a rate of three percent (3%) upon the anniversary of the lease commencement date.

- b. To accept up to \$83,350 from EastGroup as an allowance for tenant improvements to design, plan, permit, construct, and manage tenant improvements within Suite 100 of the LA-RICS Headquarters.

BACKGROUND

On August 7, 2014, your Board delegated authority to the Executive Director to execute a lease agreement for office space at 2525 Corporate Place, Suite 100, Monterey Park (LA-RICS Headquarters) to accommodate the increasing spatial needs of Authority's project team, to satisfy the request of the California Joint Powers Insurance Authority (CJPIA) to secure a leased facility in the Authority's name, and to acquire and install certain amenities to occupy the office space. The lease agreement's original term was for seven (7) years and the term is set to expire on October 31, 2021.

On June 11, 2019, the County of Los Angeles (County) Board of Supervisors approved and adopted a five (5) year lease agreement extension between the County of Los Angeles Sheriff's Department (LASD) and EastGroup for office space located in the same building, Suite 200. Suite 200 has been used since 2008 as a shared collaborative space for County personnel from LASD, Fire Department, and Internal Services Department (ISD) as well as other County personnel and consultants supporting the LA-RICS project. LASD's lease agreement for Suite 200 contemplates 10,941 square feet of office space at the current annual rate of \$2.44 per rentable square foot for a term of 60 months. EastGroup, being a good partner, extended the same annual rate of \$2.44 per rentable square foot to the Authority despite the smaller space and shorter term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to delegate authority to the Executive Director to negotiate, finalize, and execute a lease agreement extension for thirty-six (36) months, commencing on November 1, 2021, for the LA-RICS Headquarters with EastGroup. Execution of the lease extension will allow the current personnel dedicated to the LA-RICS project including, but not limited to, County employees, Authority contractors, etc. to continue to conduct the day-to-day administrative and operational activities required for the design, deployment, operations, and maintenance of the LA-RICS project.

Additionally, LA-RICS Headquarters is an LMR System Site and the lease agreement for LA-RICS Headquarters serves as the Authority's SAA which contemplates utilization of the building's rooftop for the placement of microwave dishes and antennas.

The proposed lease will provide the Authority with the following:

2525 Corporate Place, Suite 100	Proposed Lease Extension Terms
Area (Square Feet)	8,335
Monthly Basic Rent	\$20,337
Rental Rate Escalation	Three percent (3%) increase upon each anniversary of the Lease Commencement Date
Term	Thirty-Six (36) Months
Extension Start Date	November 1, 2021
Tenant Improvement Allowance	\$83,350 or \$10.00 per rentable square foot to design, plan, permit, construct, and manage tenant improvements

ENVIRONMENTAL DOCUMENTATION

The proposed lease amendment is exempt from CEQA. The proposed lease amendment, which renews existing lease space with minor TIs within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines). In addition, based on the proposed lease amendment, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

FISCAL IMPACT/FINANCING

The lease agreement extension proposes an initial lease rate of \$2.44 per rentable square foot, \$20,337 per month or \$244,049 for the first year. This rate is expected to increase by three percent (3%) annually on the anniversary of the Lease Commencement Date as shown in the table below. Funding for the first year lease agreement extension is included in the LA-RICS Operating Budget for Fiscal Year 2021-22 with 100% of the lease costs

funded by Member Funded JPA Operations. The remaining two (2) years will be included in subsequent Operating Budgets for your Board's consideration.

Funding for the three (3) proposed lease years is provided as follows:

Period of Term	Annual Basic Rental	Monthly Basic Rental	Funding Source
Months 01-12	\$244,049	\$20,337	Member Funded
Months 13-24	\$251,370	\$20,948	Member Funded
Months 25-36	\$258,911	\$21,576	Member Funded

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:ms:mbc

Enclosure

cc: Counsel to the Authority

**FIRST AMENDMENT
TO LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY
LEASE AGREEMENT**

This FIRST AMENDMENT TO LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY LEASE AGREEMENT (this "First Amendment") is made and entered into as of this _____ day of _____ 2021, by and between EASTGROUP PROPERTIES, L.P., a Delaware limited partnership ("Landlord") and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("Tenant").

RECITALS

A. **WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated September 15, 2014 (the "Lease"), by which Landlord leased to Tenant approximately 8,335 square feet at 2525 Corporate Place, Suite 100, Monterey Park, California 91754 (the "Premises"), and which is scheduled to expire October 31, 2021. The terms of the Lease continue in full force and effect and the Lease is incorporated herein by reference.

B. **WHEREAS**, Landlord and Tenant desire to amend the Lease upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Term. The Term of the Lease is hereby extended for a period of thirty-six (36) months, beginning November 1, 2021, and ending October 31, 2024 (the "Renewal Term").
2. Rent. Tenant shall pay Basic Rent during the Renewal Term in accordance with the following schedule. Such Basic Rent shall be payable in accordance with the terms and conditions of the Lease, and in addition to all other amounts due and payable under the Lease.

Period of Renew Term	Monthly Basic Rent
November 1, 2021 – October 31, 2022	\$20,337.40
November 1, 2022 – October 31, 2023	\$20,947.52
November 1, 2023 – October 31, 2024	\$21,575.95

3. Tenant Improvement Allowance. Landlord shall provide a Tenant Improvement Allowance as set forth in Exhibit A attached hereto.
4. Condition of Premises. The Premises is currently occupied by Tenant and shall be accepted in its "**AS IS**" condition, subject to Exhibit A attached hereto.
5. Prior Options. Section 4.4, Section 4.5, and Section 4.6 of the Lease are hereby deleted in their entirety.
6. Conflict. In the event of a conflict between any term or provision contained in this First Amendment with any term or provision contained in the Lease, the terms and provisions of this First Amendment shall control.

7. Defined Terms. All capitalized terms used herein, but not specifically defined in this First Amendment, shall have the meanings ascribed to such terms in the Lease.
8. Accessibility Disclosure. Pursuant to California Civil Code section 1938, Landlord states that no portion of the Premises has undergone an inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In furtherance of the foregoing, in the event Tenant elects to obtain a CASp inspection of the Premises, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. Tenant agrees to pay the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

9. Energy Disclosure. In order to comply with any applicable California statutes or regulations, Tenant consents to the collection and disclosure of the historic and future energy use data ("Tenant's Energy Data") for the Premises and authorizes the release of Tenant's Energy Data to Landlord by any utility and/or energy provider serving the Premises, whether or not Landlord, Tenant agrees to cooperate fully with Landlord in connection with any mandatory or voluntary requirement to report or disclose Tenant's energy use.
10. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.
11. Signatures. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all parties hereto on this First Amendment which are delivered by facsimile, PDF, or electronic signature technology (e.g., DocuSign), as constituting a duly authorized, irrevocable, actual, current delivery of this First Amendment with original ink signatures of each person and entity.
12. Broker. Landlord and Tenant represent and warrant to the other party that it has not dealt with any broker with respect to this First Amendment other than IDS Real Estate Group ("**Landlord's Broker**"). If either party has dealt with any other broker or person with respect to this First Amendment, the dealing party shall be solely responsible for the payment of any fees or commissions due such person or firm, if any, and the dealing party shall protect, indemnify, hold harmless and defend the non-dealing party from any claim and/or liability with respect thereto.
13. Ratification. Except as expressly amended and modified herein, all terms, covenants and conditions of the Lease shall remain unchanged and in full force and effect; and the Lease, as herein amended and modified, is hereby ratified and confirmed. Any further modification of the Lease shall require the express written approval of all parties.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment on the date previously written.

TENANT:

**THE LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY,
a body politic and corporate**

By: _____
Name: Scott Edson
Title: Executive Director

LANDLORD:

**EASTGROUP PROPERTIES, L.P.,
a Delaware limited partnership**

By: EastGroup Properties General Partners, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: John E. Travis
Title: Vice President

By: _____
Name: Michael P. Sacco, III
Title: Vice President

EXHIBIT A
TENANT IMPROVEMENTS

(a) Subject to Paragraph (b) below, Tenant hereby agrees that the Premises shall be taken "as is", "with all faults", "without any representations or warranties."

(b) Landlord hereby grants to Tenant a one-time tenant improvement allowance (the "First Amendment Allowance") in the amount of up to \$83,350.00 to be applied towards improvements that are permanently affixed to the Premises approved in advance by Landlord (the "First Amendment Improvements").

1. The First Amendment Improvements shall be performed by Landlord pursuant to plans and specifications to be prepared jointly by Tenant and the Landlord, with the final improvements to be approved by Landlord. In the event that there are any costs associated with the preparation of plans and specifications by the Tenant, such costs shall come out of the First Amendment Allowance.
2. Notwithstanding anything to the contrary herein, in no event shall Tenant be entitled to any portion of the First Amendment Allowance not incurred prior to June 30, 2022 (and any portion of the First Amendment Allowance not utilized by such date shall revert to Landlord as its sole and separate property).
3. In the event the First Amendment Allowance exceeds the costs and expenses incurred by Landlord in connection with the performance of the First Amendment Improvements, Tenant shall not be entitled to such excess, but rather such excess funds shall belong to and be the sole property of Landlord.
4. The First Amendment Allowance is to be used only for the costs and expenses incurred by Landlord for the performance of the First Amendment Improvements (inclusive of a construction management fee to be paid to Landlord in the amount of 5% of the total cost of the First Amendment Improvements, which amount may be deducted by Landlord from the First Amendment Allowance).
5. In no event will the First Amendment Allowance be used to pay for Tenant's furniture, fixtures (unless approved in advance by Landlord), equipment, or any other item of personal property (nor shall it be applied as a credit against rent).
6. Landlord and Tenant agree to collaborate on the improvement work. As such, Tenant shall have the right to review and provide input on the bids received by Landlord to perform the improvement work prior to the award of the proposed improvement work in order to track and monitor the First Amendment Allowance as it is the Tenant's intent not to exceed the First Amendment Allowance.
7. Notwithstanding anything to the contrary herein, Tenant shall be responsible for all costs and expenses incurred by Landlord in connection with the First Amendment Improvements in excess of the First Amendment Allowance ("Tenant's Contribution") and Tenant shall pay Tenant's Contribution to Landlord upon demand from time to time (including prior to the commencement of construction, based on Landlord's estimate of the costs and expenses thereof). In no event shall Landlord be required to perform any First Amendment Improvements (or continue any work) until such time as Tenant has paid Tenant's Contribution to Landlord.
8. Tenant shall not (and Tenant shall ensure that its agents do not) interfere with the performance of the First Amendment Improvements and shall cooperate with Landlord in connection with the performance of the same, including, without limitation, by moving any equipment and other property which Landlord or its contractor may request be moved.
9. Landlord shall be permitted to perform the First Amendment Improvements during Tenant's occupancy of the Premises, during normal business hours (or any hours), without any obligation to pay overtime or other premiums.

10. Tenant hereby agrees that the performance of the First Amendment Improvements shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent payable pursuant to the Lease.
11. Landlord shall have no responsibility for, or for any reason be liable to Tenant for, any direct or indirect injury to or interference with Tenant's business arising from the performance of the First Amendment Improvements, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the performance of the First Amendment Improvements or for any inconvenience or annoyance occasioned by the performance of the First Amendment Improvements.



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

October 7, 2021

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

Dear Directors:

APPROVE AMENDMENT NO. 81 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 81 to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to reflect the replacement of Saddle Peak (SPN) site with the MCI site with respect to Phase 4 (LMR System Implementation) work resulting in a net cost increase to the Maximum Contract Sum by \$129,529 when taking the Phase 4 site replacement into consideration.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval and execution of Amendment No. 81 regarding Phase 4 activities at the MCI site to allow the design, construction, implementation, operation and maintenance activities are within the scope of the activities previously authorized at this site on August 5, 2021, which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, any leased circuit work that may occur outside of MCI site, if needed to provide network connectivity to the LMR System, is also within the scope of the activities previously authorized for the MCI site on August 5, 2021, which your

AGENDA ITEM L

Board found exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the project.

2. Approve Amendment No. 81 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to account for the replacement of the of Saddle Peak (SPN) site with the MCI site from the scope of Phase 4 (LMR System Implementation) for a net cost increase in the amount of \$129,529.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$129,529 from \$289,485,763 to \$289,615,292.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 81.
5. Delegate authority to the Executive Director to execute Amendment No. 81, in substantially similar form, to the enclosed Amendment.

BACKGROUND

The SPN and MCI sites are located on the same parcel; however, the Authority determined that use of the MCI site would provide superior coverage to what SPN would deliver. When the owner of the parcel revealed its existing holdover tenant would hand over the wireless communication tower known as MCI and related infrastructure (e.g. shelter, generator, cable trays) to the Authority, Authority staff evaluated the opportunity and decided to engage in discussions. Negotiations between the two parties occurred over several months with the Authority ultimately successful in reaching an agreement.

On August 5, 2021, your Board delegated authority to the Executive Director to negotiate and execute a site access agreement (SAA) for the MCI site to serve as a replacement for the SPN as the MCI site would greatly improve coverage when compared to SPN for the LMR System.

Before your Board for consideration is Amendment No. 81, which if approved by your Board, will allow MSI to proceed with Phase 4 activities at the MCI site in lieu of the SPN site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 81 to reflect the replacement of the SPN site with the MCI site with respect to Phase 4 (LMR System Implementation), which results in a net cost increase to

the Maximum Contract Sum in the amount of \$129,529 from \$289,485,763 to \$289,615,292.

It is necessary to replace the SPN site with the MCI site from a Phase 4 perspective as MCI currently has an existing 70-foot lattice tower that the Authority could leverage as opposed to the two (2) new 18-foot towers that were being contemplated at the SPN site. This configuration will greatly improve the coverage in the surrounding areas where coverage is challenging based on topography and lack of sites.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 81 will result in an increase to the Maximum Contract Sum in the amount of \$129,529 from \$289,485,763 to \$289,615,292. The work contemplated in Amendment No. 81 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/UASI 21 grants, dependent on the timing of completion of work.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on August 5, 2021, that design, construction, implementation, operation and maintenance of the LMR System infrastructure at the MCI site is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15304. This determination is based on a detailed analysis of the site, which demonstrates that the communications equipment and tenant improvement proposed at the site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The Authority also determined on August 5, 2021 that leased circuit work that may occur outside of the site is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15301, 15303 and 15304. Approval and execution of Amendment No. 81 for the MCI site are within scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval and execution of Amendment No. 81.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:mbc

Enclosure

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Eighty-One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 81") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October ____ 2021, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

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

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from

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

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

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

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the

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

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

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

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

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

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

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

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, for a cost decrease in the amount of \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the

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

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

The Agreement has been previously amended in Amendment Number Fifty-Eight, effective April 2, 2021, to (a) reflect a reconciliation of a modification to the scope of Phase 2 (Site Construction and Site Modification) for one (1) LMR System Site Universal Studios (UNIV) for a cost decrease in the amount of \$57,167; (b) incorporate a LMR Change Order Modification for the UNIV site for a cost increase in an amount of \$61,668; (c) increase the Maximum Contract Sum by \$4,502 from \$287,646,565 to \$287,651,067 when taking the actions contemplated in Amendment No. 58 into consideration; and (c) make other certain changes as set forth in Amendment No. 58.

The Agreement has been previously amended in Amendment Number Fifty-Nine, effective May 14, 2021, to (a) reflect a reconciliation to remove a LMR Change Order Modification for the MTL2 site related to road access for a cost decrease in an amount of \$260,007; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 59 for a net cost increase in the amount of \$16,130; (c) decrease the Maximum Contract Sum by \$243,877 from \$287,651,067 to \$287,407,190 when taking the actions contemplated in Amendment No. 59 into consideration; and (d) make other certain changes as set forth in Amendment No. 59.

The Agreement has been previously amended in Amendment Number Sixty – Unilateral Amendment No. 1, issued May 18, 2021, to make changes necessary to (a) incorporate change orders for the DPK, FRP, MIR and MTL2 sites regarding utility power work and the removal of an existing tower as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

The Agreement has been previously amended in Amendment Number Sixty-One – Unilateral Amendment No. 2, issued June 29, 2021, to (a) incorporate a change order for the RPVT site for the removal of an extensive amount of concrete debris as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2

The Agreement has been previously amended in Amendment Number Sixty-Two – Unilateral Amendment No. 3, issued July 13, 2021, to (a) incorporate a change order for the ESR site to condition and blade the access road as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3

The Agreement has been previously amended in Amendment Number Sixty-Three, issued July 20, 2021, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 63 for a cost increase in the amount of \$10,788; (b) increase the Maximum Contract Sum by \$10,788 from \$287,719,123 to \$287,729,911, when taking the actions contemplated in Amendment No. 63 into consideration; and (d) make other certain changes as set forth in Amendment No. 63.

The Agreement has been previously amended in Amendment Number Sixty-Four, issued July 30, 2021, to (a) incorporate a change order for the TWR site related to a Survey for SCE Conveyance as further described in Amendment No. 64 for a cost increase in the amount of \$8,106; (b) increase the Maximum Contract Sum by \$8,106 from \$287,729,911 to \$287,738,017, when taking the actions contemplated in Amendment No. 64 into consideration; and (c) make other certain changes as set forth in Amendment No. 64.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Sixty-Five – Unilateral Amendment No. 4, issued August 12, 2021, to (a) reconcile Phase 2 Work for the SPH site reflected in a Change Order Modification as further described in Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in Unilateral Amendment No. 4; and (c) make other certain changes as set forth in Unilateral Amendment No. 4.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Sixty-Six – Unilateral Amendment No. 5, issued August 19, 2021, to (a) incorporate a certain LMR change order for the MML site as further described in Unilateral Amendment No. 5 for a cost increase in the amount of \$104,344; (b) increase the Maximum Contract Sum by \$104,344 from \$288,683,954 to \$288,788,298, for the Work contemplated in Unilateral Amendment No. 5; and (c) make other certain changes as set forth in Unilateral Amendment No. 5.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Sixty-Seven – Unilateral Amendment No. 6, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Black Jack Peak (BJM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 6 for a cost increase in the amount of \$60,220; (b) increase the Maximum Contract Sum by \$60,220 from \$288,788,298 to

\$288,848,518, for the Work contemplated in Unilateral Amendment No. 6; and (c) make other certain changes as set forth in Unilateral Amendment No. 6.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Sixty-Eight – Unilateral Amendment No. 7, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Castro Peak (CPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 7 for a cost increase in the amount of \$78,061; (b) increase the Maximum Contract Sum by \$78,061 from \$288,848,518 to \$288,926,579, for the Work contemplated in Unilateral Amendment No. 7; and (c) make other certain changes as set forth in Unilateral Amendment No. 7.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Sixty-Nine – Unilateral Amendment No. 8, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy – Unilateral Amendment No. 9, issued August 19, 2021, to, (a) incorporate a certain LMR change order for the Green Mountain (GRM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 9 for a cost increase in the amount of \$31,320; (b) increase the Maximum Contract Sum by \$31,320 from \$288,993,261 to \$289,024,581, for the Work contemplated in Unilateral Amendment No. 9; and (c) make other certain changes as set forth in Unilateral Amendment No. 9.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-One – Unilateral Amendment No. 10, issued August 19, 2021, to (a) incorporate a certain LMR change order for the FS 72 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Two – Unilateral Amendment No. 11, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verde (RPVT) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 11 for a cost increase in the amount of \$8,044; (b) increase the Maximum Contract Sum by \$8,044 from \$289,027,948 to

\$289,035,992, for the Work contemplated in Unilateral Amendment No. 11; and (c) make other certain changes as set forth in Unilateral Amendment No. 11.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Three – Unilateral Amendment No. 12, issued August 19, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 12 for a cost increase in the amount of \$7,761; (b) increase the Maximum Contract Sum by \$7,761 from \$289,035,992 to \$289,043,753, for the Work contemplated in Unilateral Amendment No. 12; and (c) make other certain changes as set forth in Unilateral Amendment No. 12.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Four – Unilateral Amendment No. 13, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 from \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Five – Unilateral Amendment No. 14, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes Tee Course (RPVT) site related to utility power work as further described in Unilateral Amendment No. 14 for a cost increase in the amount of \$286,577; (b) increase the Maximum Contract Sum by \$286,577 from \$289,098,311 to \$289,384,888, for the Work contemplated in Unilateral Amendment No. 14; and (c) make other certain changes as set forth in Unilateral Amendment No. 14.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Six – Unilateral Amendment No. 15, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Topanga Peak (TOP Relay) site related to zoning application as further described in Unilateral Amendment No. 15 for a cost increase in the amount of \$24,740; (b) increase the Maximum Contract Sum by \$24,740 from \$289,384,888 to \$289,409,628, for the Work contemplated in Unilateral Amendment No. 15; and (c) make other certain changes as set forth in Unilateral Amendment No. 15.

The Agreement has been previously amended in Amendment Number Seventy-Seven, issued September 17, 2021 to (a) incorporate certain LMR change orders related to a power meter payment at the Universal Studios (UNIV) site as well as provisioning and installing bollards at the Frost Peak (FRP) site as further described in Amendment No. 77 for a cost increase in the amount of \$16,130; (b) increase the Maximum Contract Sum by \$16,130 from \$289,409,628 to \$289,425,758, when taking the actions

contemplated in Amendment No. 77 into consideration; and (c) make other certain changes as set forth in Amendment No. 77.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Eight – Unilateral Amendment No. 16, issued September 24, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to utility power work as further described in Unilateral Amendment No. 16 for a cost increase in the amount of \$7,300; (b) increase the Maximum Contract Sum by \$7,300 from \$289,425,758 to \$289,433,058 for the Work contemplated in Unilateral Amendment No. 16; and (c) make other certain changes as set forth in Unilateral Amendment No. 16.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Seventy-Nine – Unilateral Amendment No. 17, issued September 29, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to utility power work as further described in Unilateral Amendment No. 17 for a cost increase in the amount of \$41,045; (b) increase the Maximum Contract Sum by \$41,045 from \$289,433,058 to \$289,474,103 for the Work contemplated in Unilateral Amendment No. 17; and (c) make other certain changes as set forth in Unilateral Amendment No. 17.

This Agreement has been previously amended unilaterally pursuant to Amendment Number Eighty – Unilateral Amendment No. 18, issued September ____, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to rock coring for caissons which additional tower foundation drilling as further described in Unilateral Amendment No. 18 for a cost increase in the amount of \$18,960; (b) make changes necessary to reflect a reconciliation related to utility power work at Burnt Peak 1 (BUR1) site for a cost decrease in the amount of \$7,300; (c) increase the Maximum Contract Sum by \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (c) make other certain changes as set forth in Unilateral Amendment No. 18.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) reflect the removal of one (1) LMR System Site, Saddle Peak (SPN) from the scope of Phase 4 (LMR System Implementation) only for a cost reduction in the amount of \$99,371; (b) reflect the inclusion of one (1) LMR System Site, MCI, inclusive of the line items provided in Attachment A to this Amendment No. 81, into the scope of Phase 4 (LMR System Implementation) only for an increase in the amount of \$228,900; (c) exercise the Unilateral Options for all Work pertaining to Phase 4 (LMR System Implementation) for one (1) LMR System Site, MCI; (d) increase the Maximum Contract Sum by \$129,529 from \$289,485,763 to \$289,615,292, when taking the actions contemplated in this Amendment No. 81 into consideration; and (e) make other certain changes as set forth in this Amendment No. 81.

This Amendment No. 81 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 81, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 81 refer to sections of the Base Document, as amended by this Amendment No. 81.
2. Amendments to the Base Document.
 - 2.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Nine Million, Six Hundred Fifteen Thousand, Two Hundred Ninety-Two Dollars (\$289,615,292) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 2.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Eight Million, Three Hundred Forty-Nine Thousand, One Hundred Seventy-Two Dollars (\$288,349,172). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.
3. Removal of One (1) LMR System Site from Phase 4 (LMR System Implementation). The parties agree and acknowledge that the LMR System Site, listed below, will no longer be considered for inclusion in Phase 4 (LMR System Implementation) of the LMR System, no further Work will occur at this site, and this site is removed from the relevant portions of Exhibit C (Schedule of Payments).

REMOVAL OF LMR SYSTEM SITE – AMENDMENT NO. 81		
Item No.	Site ID	Site Description
3.1	SPN	Saddle Peak

4. Inclusion of One (1) LMR System Site into Phase 4 (LMR System Implementation) of the LMR System. The parties agree and acknowledge that the following LMR System Site (MCI), inclusive of the line items provided in Attachment A to this Amendment No. 81, will be considered for inclusion in Phase 4 (LMR System Implementation) of the LMR System and Work will occur at this LMR System Site, and that this site is added to the relevant portions of Exhibit C (Schedule of Payments):

INCLUSION OF LMR SYSTEM SITE – AMENDMENT NO. 81		
Item No.	Site ID	Site Description
4.1	MCI	MCI

5. Exercise of Unilateral Option. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work pertaining to Phase 4 (LMR System Implementation) for the LMR System Site (MCI) as reflected in this Amendment No. 81 and Exhibit C (Schedule of Payments). Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 4 (LMR System Implementation) Work of the LMR System Site contemplated in this Amendment No. 81, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.
6. Amendments to Agreement Exhibits.
- 6.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 81 and incorporated herein by this reference.
- 6.2 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.58 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 81, which is incorporated by this reference.
7. This Amendment No. 81 shall become effective as of the date identified in the recitals, which is the date upon which:
- 7.1 An authorized agent of Contractor has executed this Amendment No. 81;
- 7.2 Los Angeles County Counsel has approved this Amendment No. 81 as to form;
- 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 81; and

- 7.4 The Executive Director of the Authority has executed this Amendment No. 81.
8. Except as expressly provided in this Amendment No. 81, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Contractor and the person executing this Amendment No. 81 on behalf of Contractor represent and warrant that the person executing this Amendment No. 81 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 81, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 81 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 EIGHTY-ONE
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 81 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

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

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

Item No.	Motorola Tasks	Engineer (\$204/hr)	ST (\$177/hr)	PM (\$203/hr)	Scheduler (\$203/hr)	Cost
1.	Site Walks (Various Engs and PM, as needed, throughout the design process)	42		8		\$10,192
2.	Mini Internal Design Review (Meeting to review all changes)	10		2		\$2,446
3.	Antenna Mounting Locations (MW - Travel time; evaluation of path profiles to AGH and CPK; determination of tower brackets and acquisition; drawing changes; support of FCC coordination. Work from SPN not translatable; unknown tower conditions)	26		3		\$5,913
4.	Provide Diagrams	26		3		\$5,913
5.	Coverage Analysis	16		2		\$3,670
6.	AC/DC Power Evaluation and Design Update (Review of P2 power system designs and determination of integration requirements to MSI's AC/DC plant)	16		2		\$3,670
7.	Rackface Diagram and Room Layout	18		2		\$4,078
8.	Certified Pre and Post-R56 Audit and Report (ST work is ~10 hours X 2 site visits; 2 hours X 2 reports; 16 hours follow-up for compliance)		40	4		\$7,892
9.	Schedule Updates			24	10	\$6,902
10.	Customer Meetings (w/Customer, A&E firm, Contractor, Site Owner, etc.)	24		24		\$9,768
11.	Close Out Book (Coordinate the verification and collection of latest as-built documentation, photos, tape drops, azimuths over ~ 3 days; process for submittal to Authority; then follow-up with Authority after their review)			16		\$3,248
TOTAL HOURS		178	40	90	10	318
HOURLY RATES (Per Exhibit C.11)		\$204	\$177	\$203	\$203	--
TOTAL COST		\$36,312	\$7,080	\$18,270	\$2,030	\$63,692

Item No.	Subcontractor Work	Work Description	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
1	Vendor Fees for 2 MW Paths (Commsearch)					\$1,050.00	10%	\$105.00	\$1,155.00
2	Update FAA Filings – NOT INCLUDED					-	-	-	
3	Vendor Fees for MW Equipment (ADW)	labor/mobilization for installation			\$13,314.00	\$22,944.31	10%	\$2,294.43	\$25,238.74
		labor for (2) path alignments			\$3,999.55				
		material			\$2,713.74				
		travel expenses			\$2,917.02				
4	Vendor Fees to Update FCC Filings (EZ Spectrum)					\$4,000.00	10%	\$400.00	\$4,400.00
5	Vendor Fees for LMR Equipment Installation and A&L (Airwave)	Pick up equipment and load at MSI Warehouse based on provided inventory. Deliver equipment to Site. Installation of equipment using provided drawings. Cable equipment using provided cabling diagrams. Motorola to provide all equipment, cables and connectors. Airwave to provide rack grounding to provided Site ground demarcation. Provide rack anchorage per design. Provide rack insulator kits and hardware. Does not include battery installation, DC and power cabling. Installation based on current design and standards being followed for current cabling effort. Includes delivery and cold install of DC and MW Rack. These racks will be wired by others.	8	\$3,000.00	\$24,000.00	\$91,827.33	10%	\$9,182.73	\$101,010.06
		Hardware-ground cabling and lugs, insulation kits, mounting hardware, rack stand offs and rack screws	8	\$500.00	\$4,000.00				

Item No.	Subcontractor Work	Work Description	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
		Provide and install SMMS Wiring for SMMS Alarm System based on provided Engineering Design similar to current Site Standards for LARICS. Follow Current Scope and Design. Includes current Parts, Cable, and Hardware defined in current Scope.	1	\$8,819.00	\$8,819.00				
		Provide Misc Network Cabling, connectors, boots, labels, and hardware for additional cable.	1	\$3,000.00	\$3,000.00				
		deliver battery rack, and battery pallets to site for installation by others at same time as equipment delivery	1	\$1,500.00	\$1,500.00				
		Field installation of GPS antennas per plans on building edge. Install uni-strut around 2/3 of the building top edge for antenna mounting and cable support. Installation of up to (8) antennas, cabling and connectors. Support all cable using approved methods around building. Ground all mounting [pipes and attach to SSFB. Install SSGB and connect ot MGB. Support and run all cabling through entry to polyphaser demarcation. No GPS Antenna Schedule provided in drawing package. Qty is assumed.	8	\$720.00	\$5,760.00				
		Hardware for above tasks-Ground bar, lugs, wire, and hardware	3	\$750.00	\$2,250.00				

Item No.	Subcontractor Work	Work Description	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
		Field deliver and install (8) antennas per provided plans and documentation. Antennas to be installed on existing tower and mounts. Provide and install antenna mounting clamps. Provide and install antenna jumpers. Provide and install antenna main (7/8) feedline. provide and install all ground kits. provide and install all connectors. provide and install all cable supports. provide and install entry boots. provide and install weather proofing. test all lines upon completion. provide all documentation upon completion. install and cable TTA (if applicable)	40	\$720.00	\$28,800.00				
		AVA5-50A-7/8" heliax-	700	\$5.76	\$4,032.00				
		MTSBC-35-14 antenna clamps	8	\$128.00	\$1,024.00				
		AND78EZDF	16	\$32.28	\$516.48				
		AND78EZNF	2	\$28.67	\$57.34				
		L4TNM-1/2" connectors-TTA Test Line-GPS	4	\$20.36	\$81.44				
		LDF4-50 1/2" heliax-TTA Test Line-GPS	150	\$2.10	\$315.00				
		ANDLS5GRIP	8	\$19.08	\$152.64				
		ANDLS4GRIP	2	\$16.50	\$33.00				
		7/8-Sure ground kits	24	\$25.38	\$609.12				
		1/2" Sure ground kits	6	\$25.38	\$152.28				
		hose clamp and saddle kits for cushions	20	\$5.50	\$110.00				
		1/2" & 7/8" cushions various sizes for jumper and main line support	50	\$4.40	\$220.00				
		2-3" hose clamps for round member attachment- 10 pk	35	\$9.43	\$330.05				
		angle adapter kits/beam clamps 10 pk	8	\$61.45	\$491.60				

Item No.	Subcontractor Work	Work Description	Qty	Unit Cost	Subtotal	Total	Markup		Total Cost
		4" entry boots	6	\$15.90	\$95.40				
		ANDBHD-38-cable block for GPS-10pk	6	\$11.78	\$70.68				
		ANDBHD-78-cable block for 7/8"-10pk	40	\$20.54	\$821.60				
		ANDBHD-78-cable block for 1/2"-10pk	10	\$11.72	\$117.20				
		hardware kits for stack blocks	30	\$20.92	\$627.60				
		antenna jumpers for antenna connection and TTA 7/8" > 1/2"	10	\$58.12	\$581.20				
		3 level polyphaser grounding trapeze	2	\$413.60	\$827.20				
		weatherproof kits	10	\$16.45	\$164.50				
		misc mounting hardware for antennas, grounds, and unistrut	3	\$756.00	\$2,268.00				
6	Vendor Fees for DC Power Plant Connection / Battery Install (PNS)_laborer	Installation of battery rack				\$23,762.00	10%	\$2,376.20	\$26,138.20
		Installation of batteries							
		Connection of battery strings and monitor cables							
		Routing of Telcoflex from battery string to DC power plant							
		Connection of AC flex conduits to powerplant							
		Termination of AC conductors in rectifiers							
		Test AC service and power up powerplant							
7	Vendor Fees for DC Power Plant Install Materials (PNS)_materials	Cable runway support brackets (DC power run)				\$ 6,605.00	10%	\$660.50	\$7,265.50
		Telcoflex cable							
		Lugs							
		Anchors							
		Hardware accessories							
TOTAL COST:									\$165,207.50

COST SUMMARY	
Motorola Tasks	\$63,692
Subcontractor Work	\$165,207.50
GRAND TOTAL	\$228,899.50

LIST OF DELIVERABLES/SERVICES TO BE PROVIDED BY MSI AND/OR ITS SUBCONTRACTORS:

RFQ 0069 Deliverables

- Drawing - Updated DTVRS 700 Equipment Block Diagram
- Drawing - Updated DTVRS UHF Equipment Block Diagram
- Drawing - Updated LARTCS VHF & LB Equipment Block Diagram
- Drawing - Updated Tower Elevation/Antenna Placement
- Drawing - Updated DTVRS 700 Antenna Interconnect Diagram
- Drawing - Updated DTVRS UHF Antenna Interconnect Diagram
- Drawing - Updated LARTCS VHF Antenna Interconnect Diagram
- Drawing - Updated Microwave Interconnect Diagram
- Drawing - Updated Punch Block Layout
- Drawing - Updated Entry Port Assignments
- Updated Coverage Analysis for DTVRS 700Updated Coverage Analysis for DTVRS UHF
- Updated Coverage Analysis for LARTCS VHF
- Modified License Application for DTVRS 700
- Modified License Application for DTVRS UHF

RFQ 0073 Deliverables

- Antenna Schedule for LMR and MW
- Updated power spreadsheet for LMR and MW equipment racks
- Updated Rack Face layout
- Information - Rack weight, dimensions, base plate, and anchor bolt pattern
- Room layout sketch showing MSI recommended rack locations

System Integration Resources for Combined Scope – RFQ 0069 and RFQ 0073

- Site Walks (six attendees, multiple visits) – Fifty hours
- Certified Pre and Post-R56 Audit and Report – Forty hours
- Calls/Meetings – Forty-eight hours
- Project Schedule (IMS) Changes – Thirty-four hours
- Close Out Book – Sixteen hours

Subcontractor Services for Combined Scope – RFQ 0069 and RFQ 0073

- Commsearch – Re-coordination effort for (2) paths
- ADW - Install (2) MW dishes on existing tower at MCI, supply mounts, align (2) paths. All other material provided by others. Costs do not include ice shields.
- EZ Spectrum – DTVRS 700 MHz: Create the Region 5 application package including all required studies and 601 modifications via CAPRADAP. DTVRS

UHF: Complete the required TV studies and 601 modifications via SpectrumWatch. Submit and track the 601 forms to the Region 5 RPC, APCO frequency coordination, and the FCC. Note: LA-RICS will be responsible for any coordination fees.

- Airwave Communications – Field deliver and install FNE equipment per provided SOW and drawings for MCI (SPN equipment). Ground rack to provided site ground demarcation. Provide rack anchorage per design. Provide rack insulator kits and hardware. Deliver and cold install DC and Microwave rack to be wired by others. Provide miscellaneous hardware, cabling, connectors, boots and labels. Provide and install SMMS system for MCI. MSI to provide all other required equipment, cables, and connectors.
- Field deliver and install up to eight GPS antennas per plans. Provide miscellaneous hardware, cabling, connectors, boots and labels. Provide ground bar, lugs, wire and hardware for antenna system. Support and run all cabling through entry to polyphaser demarcation. Properly ground all mounting pipes. Provide hardware for GPS antenna installation tasks.
- PNS - Install battery rack and batteries (batteries delivered by others). Wire from battery string to DC power plant. Provide materials, including: telcoflex, lugs, anchors, and etc.
- Wire and test DC powerplant: Connect flex conduits to powerplant. Terminate AC conductors in rectifiers. Test AC service. Power up rectifiers. AC breakers, conduit, and conductors shall be run to powerplant location by others (Civil Vendor).
- Includes connection and turn-up of powerplant and batteries.

LA-RICS RESPONSIBILITIES:

1. Provide any required FCC license fees, frequency acquisition, and / or spectrum fingerprinting and FAA filings.
2. Perform site acquisition, zoning and all permissions for site work (including Coastal and Improvements permitting).
3. Perform shelter all mechanical, electrical and civil / structural analysis, including racks and cable trays.
4. Provide seismic improvements to the shelter, if required, including but not limited to additional structural improvements required on the floor below the racks – for example, a poured concrete curb or fabricated steel rails to mount the racks to and properly spread the load. Additional structural improvements may be required such as additional top support required between the relay racks/battery racks and other existing overhead support structures, walls, ceilings, beams, etc.
5. Remove all existing equipment, furnishings, materials, punch block and telco boards, and cabling to make space for new racks and equipment.
6. Provide adequate cooling and heating capacity (HVAC).
7. Provide cable trays for mutually agreed equipment floorplan.
8. Implement Phase 2 components that are compatible with the existing LA-RICS-approved SMMS design. Specifically, the generator, ATS, fuel, HVAC, TVSS, door, and FSS need to be compatible with the current SMMS design and devices, including the same manufacturer, same specification of equipment and same interfaces.

9. Assess and update electrical design per mutually agreed A&E drawing set, including:
 - a. Electrical overhead and wall drops
 - b. ATS and MTS switching gear
 - c. Electrical panel layout to support DC rectifier and AC inverter equipment
 - d. Alarm punch-down panel layout
10. Bring site up to LA-RICS LMR Project and R-56 specifications.
11. Assess fire suppression and detection and replace/remediate as needed.
12. Provide emergency backup generator to meet technical requirements.
13. Provide adequate cable entry ports to meet installation requirements.
14. Remove existing transmission lines and antennas from tower, ice bridge, and shelter.
15. Provide to MSI a PE-stamped structural analysis of tower and tower foundation representing sufficient structural integrity for MSI's proposed transmission lines, antenna and dish installations.
16. Remediate tower to minimize passive intermodulation.
17. Provide wiring from LA-RICS-provided site / shelter alarm relays (SMMS punch blocks will be the point of demarcation for wiring associated with alarm relays).
18. Specifically, the following SMMS Phase 2 alarms, if required, are to be provided by LA-RICS or its selected Phase-2 subcontractor per approved SMMS design drawings:
 - a. Fuel Tank Monitor and wiring to the S1 SMMS punchblock
 - b. HVAC Controller or shelter thermostat
 - c. HVAC smoke detection alarm relay wiring to the H1 punchblock
 - d. ATS-1 discrete inputs to punch block N1
 - e. ATS-2 discrete inputs to punch block N1
 - f. Generator discrete inputs to punch block N1
 - g. FSS alarm inputs to block N3
 - h. Door alarm input to punch block N2
 - i. HVAC Unit 1 and Unit 2 alarm inputs to punch block H1
 - j. HVAC Units 3 through 6 alarm input to punch block H1 (if applicable for final MCI HVAC configuration)
 - k. TVSS Main alarm input to punch block N1
 - l. TVSS Sub Panel(s) alarm input(s) to punch block N2 (if applicable for final MCI configuration)
19. Provide a minimum of a 3' x 4' telco board installed for all SMMS punchblocks (based on other LA-RICS site installations and fire code requirements).

ASSUMPTIONS AND EXCLUSIONS:

1. No seismic or structural analysis of the existing shelter, including racks, is included. It is assumed that the existing or new shelter will meet all mechanical, electrical and civil/structural codes and jurisdictional requirements.
2. No site design, civil work, or site upgrades or additional MSI equipment purchases (Phases 1, 2 and 3) are included in MSI's quotation. MSI will provide site design documents for incorporation into the Construction Documents
3. Adequate power is available to support the new equipment and future growth specified in the LA-RICS Agreement. All work associated with the review of the existing electrical distributed power system including time to supply design feedback to the Authority and it's A&E firm is included in the contractors submitted COR.

4. Circuit breakers for rectifiers shall be installed in the AC panel by the Phase 2 civil contractor per approved plans, whether the breakers are installed into existing panels/ sub-panels, or whether a determination is made by the LA-RICS A&E firm that the existing distributed power panels are not suitable for retrofit, or will not meet current code requirements, then the distributed power panels originally planned for SPN will be used at MCI.
5. Conduits and conductors for rectifiers shall be run and installed from the A/C distributed power panel(s) to the proposed location of the DC plant as determined through coordination between LA-RICS and MSI, since the COR submitted by MSI contains the coordination scope necessary to determine the final location of the DC plant and other equipment. MSI will terminate the conductors in the DC plant per approved drawings.
6. Replacement Microwave licensing will be obtained by MSI, as needed. If licensing is not possible, a topology change could be required at additional cost.
7. The SPN antenna models already procured will be used and mounted at the positions specified by MSI and in accordance with the approved construction documents.
8. Spectrum Fingerprinting - Noise Floor Monitoring (SF-NFM) results from round 2 testing will be assumed. Quote does not include additional SF-NFM and/or re-evaluation.
9. The RF Filtering equipment already procured for the current SPN design will be used at the new location and installed in accordance with approved construction documents.
10. The LMR and SMMS equipment planned for SPN shall be used at MCI and installed in accordance with approved construction documents.
11. The SPN site designation will continue to be used to maintain the integrity of the current system design and documentation. This quote does not include updating any documentation.
12. MSI will specify and provide planned design parameters including but not limited to estimated heat emissions (loading) from equipment, electrical loading, and rack space layouts including 50% future growth.
13. The R56 audits are performed to determine Pass / Fail of installation, bonding and protection of the MSI-provided equipment. The audit does not audit the condition of the building, evaluate the electrical and HVAC systems, address any civil issues or evaluate the capacity of the tower. Instead the pre-R56 audit is a high level audit of the site as it relates to being a viable site to support the proposed MSI equipment and antennas for the expressed purpose of informing the LA-RICS A&E contractor for all grounding plans. The post-R56 audit inspects the completeness of the MSI performed (scope) installation, bonding of the MSI equipment and associated infrastructure R56 compliance. The R56 audit reports will list and provide Pass / Fail based on the R56 guidelines. The reports will not detail the cause for each failure or provide information as to how to repair or mitigate each failure.
14. The impact on the project schedule will be assessed upon execution of a Contract Amendment. At this time, without knowing LA-RICS overall schedule for Phase 1 and 2, it is impossible for MSI to determine the impacts on the IMS.
15. MSI has not included costs to custom build a database module or SNMP manager for deviations in the SMMS design.

EXHIBIT C.1*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 81*

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 42,283,961	\$ 3,120,262	\$ 39,163,699
Phase 2	\$ -	\$ 43,718,105	\$ 4,262,420	\$ 39,455,685
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 21,299,665	\$ 2,066,595	\$ 19,233,070
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 163,638,456	\$ 13,679,352	\$ 149,959,104
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 163,638,456	\$ 13,679,352	\$ 205,857,622
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,260,523	\$ 326,052	\$ 2,934,471
LMR Unilateral Amendments		\$ 1,097,612	\$ 109,761	\$ 987,851
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,785,136		\$ 1,785,136
SUBTOTAL	\$ 130,552,956	\$ 175,697,291	\$ 21,800,610	\$ 284,449,637
TOTAL CONTRACT SUM:	\$175,697,291			
LMR Discounts ^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$289,615,292			

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

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

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 175,932	\$ 17,593	\$ 158,338
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 126,074	\$ 12,607	\$ 113,466
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 89,559	\$ 8,956	\$ 80,603
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 153,763	\$ 15,376	\$ 138,387
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 106,398	\$ 10,640	\$ 95,758
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 126,588	\$ 12,659	\$ 113,929
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 158,493	\$ 15,849	\$ 142,644
B.4.2.2	IPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 89,330	\$ 8,933	\$ 80,397
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 59,918	\$ 5,992	\$ 53,926
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 195,598	\$ 19,560	\$ 176,038
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 105,662	\$ 10,566	\$ 95,096
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 164,568	\$ 16,457	\$ 148,111
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 62,401	\$ 6,240	\$ 56,161
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 184,539	\$ 18,454	\$ 166,085
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 152,044	\$ 15,204	\$ 136,839
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 114,907	\$ 11,491	\$ 103,416
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 139,955	\$ 13,996	\$ 125,960
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 134,625	\$ 13,462	\$ 121,162
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 103,786	\$ 10,379	\$ 93,407
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.2	MCI	MCI		\$ -	\$ -	\$ 228,900	\$ 22,890	\$ 206,010
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	SWP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 126,555	\$ 12,655	\$ 113,899
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 136,015	\$ 13,602	\$ 122,414
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 96,430	\$ 9,643	\$ 86,787
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whittaker Middle Peak		\$ -	\$ -	\$ 58,659	\$ 5,866	\$ 52,794
B.4.2.2	WSI	100 Wilshire		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 107,906	\$ 10,791	\$ 97,115
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -

AGENDA ITEM L - ENCLOSURE

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail				\$ -	\$ -	\$ 3,622,582	\$ 362,258	\$ 3,260,323
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFI36	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 95,136	\$ 9,514	\$ 85,622
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 112,840	\$ 11,284	\$ 101,556
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 89,001	\$ 8,900	\$ 80,101
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 194,565	\$ 19,457	\$ 175,109
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 101,683	\$ 10,168	\$ 91,515
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 61,062	\$ 6,106	\$ 54,956
3223	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 85,601	\$ 8,560	\$ 77,041
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 205,692	\$ 20,569	\$ 185,123
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 147,781	\$ 14,778	\$ 133,003
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 111,498	\$ 11,150	\$ 100,348
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 92,909	\$ 9,291	\$ 83,618
B.4.2.2	PWT	Portershead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 117,047	\$ 11,705	\$ 105,342
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 1,575,536	\$ 157,554	\$ 1,417,982
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 131,347	\$ 13,135	\$ 118,212
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 131,347	\$ 13,135	\$ 118,212
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ 104,318	\$ 10,432	\$ 93,886
B.4.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ -	\$ 148,928	\$ 14,893	\$ 134,035
B.4.2.2	RPV1	Rancho Palos Verdes		\$ -	\$ -	\$ 43,428	\$ 4,343	\$ 39,085
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 296,674	\$ 29,667	\$ 267,007
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	LAN	Lancaster		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BKK	BKK Landfill				\$ 68,467	\$ 6,847	\$ 61,620
B.4.2.2	UCLA	UCLA (Factor Building)				\$ 60,771	\$ 6,077	\$ 54,694
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 129,238	\$ 12,924	\$ 116,314
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	POM	Pomona Courthouse				\$ 104,593	\$ 10,459	\$ 94,134
Subtotal for Additional Sites (Amendment No. 29)				\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	UNIV	Universal Studios				\$ 73,533	\$ 7,353	\$ 66,180
Subtotal for Additional Sites (Amendment No. 30)				\$ -	\$ -	\$ 73,533	\$ 7,353	\$ 66,180
ADDITIONAL SITES (AMENDMENT NO. 34)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	INDWT	Industry Water Tank				\$ 60,655	\$ 6,066	\$ 54,590
Subtotal for Additional Sites (Amendment No. 34)				\$ -	\$ -	\$ 60,655	\$ 6,066	\$ 54,590

AGENDA ITEM L - ENCLOSURE

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
ADDITIONAL SITES (AMENDMENT NO. 35)								
B.4.2.2	WWY	Site Installation Test Acceptance						
B.4.2.2		Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)				\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL SITES (AMENDMENT NO. 36)								
B.4.2.2	SPH	Site Installation Test Acceptance						
B.4.2.2		San Pedro Hill				\$ 74,490	\$ 7,449	\$ 67,041
Subtotal for Additional Sites (Amendment No. 36)				\$ -	\$ -	\$ 74,490	\$ 7,449	\$ 67,041
ADDITIONAL SITES (AMENDMENT NO. 50)								
B.4.2.2	ESR	Site Installation Test Acceptance						
B.4.2.2		East Sunset Ridge				\$ 165,624	\$ 16,562	\$ 149,062
Subtotal for Additional Sites (Amendment No. 50)						\$ 165,624	\$ 16,562	\$ 149,062
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	Included in Phase 3	
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	Included in Phase 3	
B.4.3		Training		\$ -	\$ -	-	Included	
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	Included	
B.4.2		Acceptance Testing	1	\$ -	\$ -	-		
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 458,404	\$ 45,840	\$ 412,563
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 10,000	\$ 1,000	\$ 9,000
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -	-		
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 578,294	\$ 57,829	\$ 520,465
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 518,349	\$ 51,835	\$ 466,514
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 444,299	\$ 44,430	\$ 399,869
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 296,199	\$ 29,620	\$ 266,579
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 222,150	\$ 22,215	\$ 199,935
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 62,250	\$ 6,225	\$ 56,025
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -	-		
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 196,344	\$ 19,634	\$ 176,709
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 52,893	\$ 5,289	\$ 47,603
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	-	Included	\$ -
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	-	Included	\$ -
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	-	Included	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	-	Included	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	-	As provided for in Base.11.2.1	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	-	Included	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ -	\$ -	\$ -
		Project Management	1	\$ -	\$ -	-	Included as Reflected	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500		\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,504	\$ 1,024,150	\$ 9,217,354
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 21,299,665	\$ 2,066,595	\$ 19,233,070

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

AGENDA ITEM L - ENCLOSURE

EXHIBIT C.5 - SCHEDULE OF PAYMENTS

PHASE 4 - LMR SYSTEM IMPLEMENTATION

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4 <i>(Note 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.

Note 5: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 4 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 4, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 6: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.

Note 7: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

Note 8: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

Note 9: Pursuant to Amendment No. Thirty-Two, the per site NMDM costs contemplated in Phase 3 and Phase 4, have moved to a single line item in the amount of \$2,764,123. Resulting Discounts in the amount of \$582,086 have been captured in Exhibit C.15 (LMR Discounts), which will be applied at the discretion of the Authority.