

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING Thursday, November 4, 2021 • 9:00 a.m.

Microsoft Teams Meeting*

Link: Click here to join the meeting

<u>Call-in Number for Board Members and Public</u> (Public May Submit Public Comment During the Meeting to the Board by <u>Accessing the Microsoft Teams Meeting Link Above or</u> <u>by the Call-In Number Below):</u> Telephone Number: (323) 886-6924 Conference ID: 852 677 301#

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

AGENDA POSTED: October 29, 2021

Complete agendas are available on the Authority's website at <u>http://www.la-rics.org</u>. *The procedures used for this Teleconference Meeting are governed by AB 361.

| | MEMBERS: | | ALTERNATES: |
|-----|---|-----|---|
| 1. | Fesia Davenport, CEO, County of Los Angeles | 1. | John Geiger, General Manager, CEO, County of Los Angeles |
| 2. | Anthory Marrone, Vice-Chair, Interim 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. October 7, 2021 Regular / Special Meeting Minutes

Agenda Item A

- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR NONE
- VI. REPORTS (B-E)
 - **B.** Director's Report Scott Edson
 - Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

- **D.** Joint Operations and Technical Committee Chairs Report 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. Spectrum 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 – Sven Crongeyer

Agenda Item I

VIII. ADMINISTRATIVE MATTERS (J-L)

J. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

It is recommended that your Board:

- 1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
- 2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.
- 3. Instruct the Board Secretary to the Board to place on future meeting agendas for the Board and not more than 30 calendar days after these findings are adopted, an agenda item entitled "Findings to Continue Teleconference Meetings under AB 361 and Related Actions," and include these same findings for adoption; and instruct the Board Secretary to continue to do so not more than 30 calendar days after each time these findings are adopted until instructed to cease doing so.

K. APPROVE AMENDMENT NO. 83 AND AMENDMENT NO. 84 (UNILATERAL AMDNEMENT NO. 19) TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Make the following findings:



- a. Find the approval and execution of Amendment No. 83 to contemplate a change order related to antenna changes per FCC requirements at the Burnt Peak 1 (BUR1) site to align with the updated LMR System Design is (a) within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.
- b. Find that (a) approval and execution of Amendment No. 84 Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at ten (10) LMR System Sites, Burnt Peak 1 (BUR1), Frost Peak (FRP), Grass Mountain (GMT), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), Mount Lukens (MTL2), Pine Mountain (PMT), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR), is (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no change to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
- c. Find that (a) approval and execution of Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at one (1) LMR System Site, Mount Disappointment (MDI), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA on February 5, 2015, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.



- 2. Delegate Approve Amendment No. 83 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to include a change order at the BUR1 site to address FCC requirements for a cost increase in the amount of \$17,412.
- Approve Amendment No. 84 Unilateral Amendment No. 19 (Unilateral Amendment No. 129) to Agreement No. LA-RICS 007 for an LMR System with MSI, which revises the Agreement to include a change order impacting eleven (11) sites (BUR1, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, WMP and WTR) to contemplate VIAMM implantation work for a cost increase in the amount of \$168,928.
- 4. Authorize a collective increase to the Maximum Contract Sum in the amount of \$186,340, from \$289,615,292 to \$289,801,632, when taking both Amendment No. 83 and Unilateral Amendment No. 19 into consideration.
- 5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 83 and Unilateral Amendment No. 19.
- 6. Delegate authority to the Executive Director to execute Amendment No. 83 and Unilateral Amendment No. 19, in substantially similar form to the enclosed Amendments.

Agenda Item K

L. 2022 SCHEDULE OF LA-RICS BOARD MEETINGS

It is recommended that your Board:

- 7. Approve the following dates for the year 2022 Board Regular Meeting Schedule:
 - January 6
 - February 3
 - March 3
 - March 31
 - April 28
 - May 26
 - June 23
 - July 21
 - August 18
 - September 15



- October 13
- November 10
- December 8

All Regular Meetings will be held at 9:00 a.m. Pacific Time via Microsoft Teams until further notice.

Agenda Item L

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, December 2, 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 <u>as soon as possible</u>. (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 REGULAR AND SPECIAL MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, October 7, 2021 • 9:00 a.m. Conducted via Microsoft Teams Meeting*

BOARD MEMBERS PRESENT:

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 Brian Leyn, Captain, City of Signal Hill Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT:

John Geiger, General Manager, County of Los Angeles Chief Executive OfficeEleni Pappas, Alternate Vice-Chair, Chief, County of Los Angeles Fire DepartmentBrian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's DepartmentKay Fruhwirth, Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

OFFICERS PRESENT:

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

BOARD MEMBERS ABSENT / VACANT:

Vacant Seat, The Los Angeles Area Fire Chiefs Association Brian Solinsky, Chief of Police, Los Angeles Area Fire Chief's Association

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

I. CALL TO ORDER

Executive Director Scott Edson welcomed Alternate Chair, Brian Yanagi to the JPA Board of Directors. Alternate Chair Yanagi called the Regular and Special Meetings of the Board concurrently 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 for both the Regular and Special Meetings.

III. APPROVAL OF MINUTES (A)

A. September 2, 2021 – Minutes

Alternate Chair Yanagi asked if there were any questions or comments from the Board to the minutes attached to the Regular Meeting agenda. There were no questions or comments.

Board Member Kay Fruhwirth motioned first, seconded by Board Member David Povero.

Ayes 7: Geiger, Pappas, Yanagi, Fruhwirth, Povero, Fronterotta, and Leyn.

There were no minutes attached to the Special Meeting agenda.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There were no public comment for the Regular Meeting or Special Meeting.

V. CONSENT CALENDAR – NONE

There were no Consent Calendar items for the Regular Meeting or Special Meeting.



VI. REPORTS (B-E) FROM THE REGULAR MEETING AGENDA (THERE WERE NO REPORTS FOR THE SPECIAL MEETING AGENDA)

(DUE TO TECHNICAL DIFFICULTIES, DISCUSSION ITEM C ON THE REGULAR MEETING AGENDA WAS TAKEN OUT-OF-ORDER AHEAD OF DISCUSSION ITEM B ON THE REGULAR MEETING AGENDA)

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 for September.

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

Open and Active Sites:

Program Manager Delfino provided presentation detailing a list of active construction sites:

- There are thirteen (13) UASI 19' active sites at this time:
 - Burnt Peak (BUR1),
 - Pine Mountain (PMT),
 - Rancho Palos Verdes TEE (RPVT),

 - Green Mountain (GRM),
 Mount Lukens-2 (MTL2),
 Hniversal (UNIV)
 San Pedro Hill (SPH)
 - Universal (UNIV),
 - Black Jack Peak (BJM),

- East Sunset Ridge (ESR),
- Los Angeles County Fire 072 (LACF072),
- Tower Peak (TWR),
- San Pedro Hill (SPH)
- There are five (5) sites that are now substantially completed for Phase 2 work: PMT, RPVT, MTL2, UNIV, and FRP.
- There is one (1) site, LACF072, where MSI has had substantial difficulty keeping on pace with schedule projections due to hard dig soil conditions. The contractor anticipates completion of installation by the end of the week.
- There are only two (2) sites remaining to start construction, out of the 58 sites, both of which are situated in the Malibu/Santa Monica Mountains area, TOP-RELAY and MCI (formerly SPN).



Notable September and early October successes on the LMR Program:

- There are zero recordable injuries to-date. There was an incident that did not require any medical treatment, but did warrant a notification to the contractor for a staff member not wearing gloves and getting a small cut on a hand. Safety is a priority in the program.
- There are three (3) towers that were erected at BJM, SPH, and DPK sites.
- The Authority and the team conducted punch walks:
 - There are three (3) sites that have conducted Phase 2 punch walks in this period: FRP, PMT, and RPVT.
 - There are five (5) sites that have conducted Phase 4 punch walks: Mount McDill (MMC), Rolling Hills Transmit (RHT), Loop Canyon (LPC), Clara Shortridge Foltz Criminal Center (CCT) and Compton Court Building (CCB).
- Previously, the Judicial Council of California (JCC) had declined site access until there was adequate explanation and resolution on the accidental alarm that was triggered during the summer. The JCC is now satisfied and has restored access to all Judicial Council of California (JCC) properties including the POM site.
- Southern California Edison (SCE) has committed to supplying power to FRP site on October 11, 2021, and to WTR site on October 18, 2021. Meter was confirmed set at GMT and MTL2 sites.
- The MSI contractor's license was reinstated.

SAA's:

Program Manager Delfino informed the Board that all site access agreements have been completed.

Areas of Focus:

Program Manager Delfino reported:

- The surety company remains involved in reviewing contractor default claims.
- There is a power issue at the BUR1 site due to the Bobcat Fire which destroyed all of SCE's power infrastructure in the area, and therefore delayed SCE's ability to provide power to the site. There are several users in that area and most of the operators are using their emergency generators to continue operating, since there are no other viable power alternatives at this time. SCE indicated that it will build a micro-grid within the next eighteen (18) months. Users in the immediate vicinity include the City of Los Angeles, Federal Aviation

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Administration (FAA), LA County, and Geographic Information System (GIS). The Authority is working with MSI in trying to come up with the best solution given the current constraint for normal power. The Authority met about three (3) weeks ago with the Unites States Forest Service (USFS) and a SCE representative who provided an update and new information on the micro-grid solution.

• There are two (2) Coastal sites under review: TOP-RELAY and MCI.

Areas of Improvement:

Program Manager Delfino further reported that MSI and the Authority have reached an agreement over the contract changes that are required to accurately represent the phased acceptance of subsystems. The amendment also addresses ancillary effects of phased subsystem delivery on system and retention payment schedules, which are contemplated in the LA-RICS 007 LMR Amendment No. 82. MSI submitted the Work Acceptance Certificate (WAC) for September 14, 2021 DD IMS and the Authority accepted that WAC.

Features Site(s):

Program Manager Delfino shared some images depicting activity at the following sites:

- The DPK and BJM sites have been erected
- The TWR site needs to be erected

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

B. Director's Report – Scott Edson

Administrative

Executive Director Scott Edson announced that since the last Board meeting, the Authority received notice of Board Member Chief Chris Nunley's retirement from the Signal Hill Police Department (PD). Executive Director Edson thanked him on behalf of the entire LA-RICS Team and the Board for his years of service, not only to the Board and the Project, but to the community and wished him all of the best. Executive Director Edson went on to say that Signal Hill PD Captain Leyn would be serving as the Board Member, he welcomed Captain Leyn on behalf of the Authority. Therefore,

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with Chief Nunley's retirement, the Authority has an Oversight Committee Member vacancy which will address under Discussion Item J.

Executive Director Edson mentioned that at the last Board meeting, the Authority was able to successfully negotiate a lease term extension for use of the LA-RICS Monterey Park Headquarters office space. Executive Director Edson said the lease terms details are included in the Board Packet, Agenda Item K. Executive Director Edson stated that on a happy note, the Authority was able to negotiate a term to align with the Authority's new Integrated Master Schedule (IMS), which takes the Authority through System Acceptance and warranty period. Executive Director Edson went on to say that during this time the Authority will be able to reassess the space and operational needs for the ongoing operations and maintenance of the Land Mobile Radio (LMR) system. Executive Director Edson shared that terms negotiated include favored pricing received by the County of Los Angeles (County) for Suite 200, which is a larger space and holds a longer term lease. Executive Director Edson stated the Authority's excellent negotiators were able to secure same per/square footage pricing, which its lease details will be further discussed under Agenda Item K.

Executive Director Edson reported that out of the 58 LMR sites there are two (2) sites are pending construction start, which the Authority has before the Board Agenda Item L, the Saddle Peak (SPN)/MCI replacement site, for which the Board previously approved execution of the Site Access Agreement (SAA), as well as entering into contract for design services of the same. Executive Director Edson stated that given the change in scope for Phase 4 work at the MCI site from what was contemplated at the SPN site, the Authority has before the Board Agenda Item L, the LA-RICS 007 LMR Agreement Amendment No. 81 to include Phase 4 work contemplated at the MCI site. Executive Director Edson went on to say that with design of this site underway, once full design is achieved the Authority will return to the Board with a request to secure a construction vendor to build the site. Executive Director Edson said the Authority is making good progress and ensuring schedule adherence.

Coastal LMR

Executive Director Edson also reported the other site pending start of construction is Topanga Peak-RELAY (TOP-RELAY). Executive Director Edson said that as the Authority previously reported to the Board under the Coastal site update, the Authority has been working with Department of Regional Planning (DRP) to manage through the coastal permit process. Executive Director Edson said the Authority had briefed the Board on the fencing issue and now have a habitat map issue the Authority is

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traversing. Executive Director Edson stated that Deputy Program Manager Tanya Roth would be providing the Board with additional details under Agenda Item H.

LMR Frequency Update

Executive Director Edson stated that under Phase 2 there is significant progress being made, sites are fast approaching and or are achieving construction complete status, which include Universal (UNIV), Universal UCP, Pine Mountain (PMT), Mount Lukens 2 (MTL2), and East Sunset Ridge (ESR). Executive Director Edson said that activities are wrapping up, such as final punch walks and/or punch walk corrections, utility meter final work, etc. Executive Director Edson went on to say that Program Manager Justin Delfino has already provided the Board with updates.

Executive Director Edson said that in relation to the LMR buildout, the Board will be presented under Special Meeting Agenda Item A, LA-RICS 007 Agreement Amendment No. 82, which memorializes consensus on the updated IMS, this is the tool the Authority has been working towards to ensure collective management and progress towards system completion. The Authority is not happy with the IMS and the dates contained in the IMS for scheduled project activity, but to allow for the parties to have a schedule that assists with completion of the project, the Authority agreed to this IMS. Executive Director Edson expressed that amendment documents receipt of the IMS and does not increase the maximum contract sum of the Authority's Agreement with MSI. Executive Director Edson went on to say the Agreement also memorializes the schedule with completion date of October 2023, and provides for subsystem deployment for the Authority to accept the System. Executive Director Edson said Subsystem Acceptance will occur as each subsystem is completed, tested and optimized. Executive Director Edson said the Authority will present the Amendment in greater detail under Special Meeting Agenda Item A.

Spectrum

Executive Director Edson said in regards to frequency issues and licensing, the Authority is pending the County's analysis/final report regarding the interference experienced at various sites. Executive Director Edson stated the Authority will be sure to communicate the report's findings to the Board as soon as it is received. Executive Director Edson also said that interference is a difficult issue, as sometimes it is just there and obviously making it somewhat easy to mitigate, while other times it is sporadic making it more difficult to mitigate. Executive Director Edson went on to say the Authority's team and partners at the County Internal Services Department (ISD)

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have been working close together and anticipate to overcome and mitigate these issues one way or another. Executive Director Edson said that Lead Engineer Pao would be addressing questions under Agenda Item G.

<u>Grants</u>

Executive Director Edson stated that as far as a Grants update, with an agreed-upon IMS, the Authority engaged in discussions with its grantor at the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA), as well as City of Los Angeles (City) Mayor's Office. Executive Director Edson went on to say the discussion also detailed the additional time that would be required to complete the system, as well as the corresponding funding. Executive Director Edson said that the Cal OES representative would require the Urban Area Security Initiative (UASI) Region to provide written verification of how it would fund completion of the LA-RICS system, which is similar to the written commitment to fund completion of the program issued back in 2016. Executive Director Edson met with Deputy Mayor Gorell and his staff regarding the funding required to finish the program through the new IMS completion date of October 2023. Executive Director Edson said the meeting also highlighted certain details that have been shared with Deputy Mayor' Gorell's team over the last two (2) - three (3) years on the issues, delays, and unforeseen changes the program has encountered. Executive Director Edson stated that Deputy Mayor Gorell expressed his appreciation for this projects importance, serving as the HUB to the system of systems model the region voted to support, and reiterated the City's commitment to support this critically important project. Executive Director Edson concluded his report by saying that Deputy Mayor Gorell informed the Authority he would place LA-RICS' funding on the UASI Approval Authority meeting scheduled for October 12, 2021.

Executive Director Edson shared his final thoughts with the Board and asked them to see that much has been accomplished, construction is near completion, and much effort must now be placed on membership, subscription, and outreach.

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) FROM THE REGULAR MEETING AGENDA. THERE WERE NO DISCUSSION ITEMS FROM THE SPECIAL MEETING AGENDA

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

Program Director Chris Odenthal provided great news and shared with the Board that PSBN Round 2 sites 21-25, completed construction on its final 25th site, Pomona Court House 2 (POM2). Program Director Odenthal went on to say that POM2 site is awaiting final inspection, and only pending removal of contractor equipment. Program Director Odenthal also said the Authority can deliver POM2 to the AT&T Corporation (AT&T) through a punch walk process just as it has previously done with all of the other sites. All other PSBN Round 2 sites 1-25 are complete. Program Director Odenthal concluded his report by saying the Port of Long Beach 1 (POLB1) is with AT&T and the Port, which the Authority does not have the responsibility to build it.

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 is validating the spectrum fingerprinting reports and is concluding its spectrum monitoring at selected LA-RICS sites. Technical Lead Pao went on to say the Working Group has been meeting weekly to go over data collected and discussed the interim results. Technical Lead Pao stated that with the completion of the data collection, the County will be providing a final report on its findings. Technical Lead Pao said the Authority is discussing with its engineers and looking into any additional testing that will quantify the data collected and what other options are available.

Technical Lead Pao provided a Federal Communications Commission (FCC) licensing update and stated that there has been no movement by the FCC in issuing additional LA-RICS UHF licenses. Technical Lead Pao concluded his report by stating that eight (8) applications are still in pending status. There was no further discussion.

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

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

Deputy Program Manager Roth stated that following the Board's approval of the Design and Engineering Services contract and subsequent Notice to Proceed (NTP) to Brandow and Johnston (B&J) at the Board meeting on September 3, 2021, the entire month of September and first week of October has been an incredibly productive period for the MCI site. Deputy Program Manager Roth provided key site development milestones accomplished as follows:

- The Site Access agreement was fully executed with land owner authorization for additional staging area during construction has been granted.
- The Authority is in close collaboration with the previous tenant and land owner, the Authority was successful in transferring the existing 200 amp service with SCE in to LA-RICS name. Staff is currently working with SCE to explore the possibility of upgrading that service to 400 amps.
- Initial site walk and field assessments with B&J have been completed, which has resulted in a site sketch currently with Authority staff for review.
- As of Tuesday, October 5, 2021, the Air Quality Management District (AQMD) permit for the existing generator and tank on site has been reinstated and transferred in to the LA-RICS name.

Deputy Program Manager Roth went on to say that once the equipment plan within the shelter and on the tower are determined, B&J will proceed with and finalize the coastal permit drawings and coastal exemption submittal package.

TOP-RELAY

Deputy Program Manager Roth stated that TOP-RELAY, is the final site scheduled to complete per the September 14, 2021, V2 schedule, the schedule that is before the Board as Special Agenda Item A. Deputy Program Manager Roth went on to say the Project Team continues to work through corrections and solutions to the comments received from the Department of Regional Planning. Deputy Program Manager Roth shared with the Board that due to the sensitive nature and protection of coastal resources, all Coastal Development Permit (CDP) applications go through a series of evaluations and adjustments to scrub the proposed design in order to ensure that any approved design represents the most conservative possible impact to coastal resources. Deputy Program Manager Roth went on to say that staff navigated this

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process with the previous seven (7) CDP and CDP exemption sites, and through this scrub, assorted adjustments and concessions were made to site designs. Deputy Program Manager Roth concluded her report by stating that design and feasibility issues which the Project Team is currently working through at TOP-RELAY are fencing, power delivery and proximity to an environmental habitat boundary referred to in the Santa Monica Mountains Local Implementation Plan as H1.

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

I. Outreach Update – Sven Crongeyer

Deputy Michael Conger presented on behalf of Operations Lead Lieutenant Sven Crongeyer, who went on to provide the September Outreach Update.

Deputy Conger stated that last month the Authority spoke with representatives from the Hacienda La Puente Unified School District Police Department to discuss the use of portable radios on the system and planning for onboarding.

Deputy Conger informed the Board the Authority conducted portable radio testing at the Rose Bowl with officers from the Pasadena Police Department in preparation for the upcoming Rose Bowl game.

Deputy Conger concluded the report by stating the Authority conducted radio testing at the SoFi stadium with technicians from the California Office of Emergency Services to check the California Radio Interoperable System (CRIS) coverage and to plan for interoperability with state agencies. Deputy Conger went on to say the Authority has also been working closely with representatives from the City of Los Angeles Police Department to prepare and plan for the upcoming Super Bowl event at SoFi stadium.

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

J. Replacement of Oversight Committee Member – Scott Edson

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item J, Replacement of the Oversight Committee Member.

Administrative Deputy Orellana-Curtiss said that as previously mentioned in Executive Director Edson's report, the Authority has a retirement that not only impacted the

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representation of the Board makeup, but also the representation on the Oversight Committee, which oversees and monitors the change orders and amendments as they are approved under certain Delegated Authority as it relates to LMR contract, and is it did with the past LTE contract. Administrative Deputy Orellana-Curtiss stated that she wanted to provide the Agenda Item as a discussion item, in order to allow the Board with the opportunity to discuss potential interests or questions regarding the participation in the Oversight Committee. Administrative Deputy Orellana-Curtiss said that if anyone is interested, they would have to notify the Chair of their interest for appointment.

Administrative Deputy Orellana-Curtiss went on to say that presently there were Oversight Committee participants present that can also answer any questions.

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

XI. CLOSED SESSION REPORT

Following the completion of the discussion items from the Regular Meeting Agenda, the Chair announced that he was taking Closed Session out of order. The Board then 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 then returned from Closed Session at 10:00 a.m., Counsel Truc Moore conducted a role call to confirm quorum, and stated the Board was back in open session and the Brown Act did not require a report.

VIII. ADMINISTRATIVE MATTERS (K-L) FROM THE REGULAR MEETING AGENDA

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)

Contracts Manager Jeanette Arismendez presented Agenda Item K.

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Contracts Manager Arismendez requested the Board make those certain California Environmental Quality Act (CEQA) findings that are set forth in the Board Agenda packet for the Board's consideration.

Contracts Manager Arismendez requested the Board to Delegate the Authority to the Executive Director to:

- Negotiate, finalize, and execute the first amendment for the lease space at 2525 Corporate Place. The Amendment contemplates the extension of the lease for a period of 36 (thirty-six) months, as well as contemplates the amount for those three (3) years the Authority is seeking approval for. The maximum amount for that first year is \$244,049 (Two Hundred Forty-Four Thousand, Forty-Nine Dollars), and the remaining extension years would be increase by three percent (3%) each year thereinafter the anniversary date.
- Accept up to \$83,350 (Eighty-Three Thousand, Three Hundred Fifty Dollars) from EastGroup as an allowance for tenant improvements to design, plan, permit, construct, and manage tenant improvements within Suite 100 of LA-RICS headquarters.

Board Member Gieger motioned first, seconded by Board member Alexander.

Ayes 8: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

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

Contracts Manager Jeanette Arismendez presented Agenda Item L, which is Amendment No. 81 to the LMR Agreement. Contracts Manager Arismendez requested the Board make those certain CEQA findings that are set forth in the Board Letter.

Contracts Manager Arismendez requested the Board Delegate Authority to the Executive Director to execute Amendment No. 81, which is substantially similar in form, to the Amendment enclosed with the Board Letter package.

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Contracts Manager Arismendez explained to the Board that Amendment No. 81 contemplates the replacement of the SPN site with the MCI site with respect to Phase 4 activity resulting in a net cost increase in the amount of \$129,529 and if approved by the Board, funding for the Amendment No. 81 would be funded by the UASI Grant.

Contracts Manager Arismendez provided the Board with a brief background, and went on to say the Board had already approved and is aware the Authority entered into a Site Access Agreement (SAA) for the MCI site. Contracts Manager Arismendez stated that from a coverage perspective, utilizing the existing 70-foot lattice tower at the MCI site would provide better coverage for the area, as opposed to the two (2) new 18-foot towers that were being contemplated in the SPN built.

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

There was no further discussion.

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

Ayes 8: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

VIII. ADMINISTRATIVE MATTERS (A) FROM THE SPECIAL MEETING AGENDA

A. APPROVE AMENDMENT NO. 82 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

Administrative Deputy Susy Orellana-Curtiss presented Special Meeting Agenda Item A.

Administrative Deputy Orellana-Curtiss presented Agenda Item A for Board approval, Amendment No. 82 to Agreement to the Land Mobile Radio (LMR) Agreement which modifies the Final LMR System Acceptance withhold payments to a Phase Subsystem Acceptance approach. Administrative Deputy Orellana-Curtiss also requested the Board delegate authority to the Executive Director to execute Amendment No. 82, which is substantially similar in form to the Amendment enclosed with the Board Letter package.

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Administrative Deputy Orellana-Curtiss provided a brief background and went on to say that as the Authority over the past few years has discussed with the Board, as well as providing updates, the buildout of the LMR System was originally scheduled to be accepted in 2018, but experienced several issues which impacted the Authority's schedule. Administrative Deputy Orellana-Curtiss asked the Board to recall how closely the Authority has been working with MSI to arrive at a schedule that all parties can manage through completion of the LMR System. Administrative Deputy Orellana-Curtiss said the Board letter also notifies the Board of an updated IMS for completion of the LMR Project by October 2023.

Administrative Deputy Orellana-Curtiss further stated the Amendment additionally addresses the Phase Subsystem approach, which addresses frequency interference issues, and also the necessity to transition certain users onto the LA-RICS System by Subsystem. Administrative Deputy Orellana-Curtiss the Amendment corresponds to the change for Subsystem Acceptance, as well as the corresponding Subsystem Acceptance payments that accompany those activities.

This concluded Agenda Item A, presented by Administrative Deputy Orellana-Curtiss.

There was no further discussion.

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

Ayes 8: Geiger, Pappas, Yanagi, Fruhwirth, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous items for the Regular Meeting or Special Meeting.

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

There were no Future Discussion and/or Action items raised by the Board for the Regular Meeting or Special Meeting.

XII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS AND NEXT REGULAR MEETING:

October 7, 2021

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Alternate Chair Yanagi called for a motion to adjourn the Regular and Special Meetings. Board Member Kay Fruhwith motioned first.

The Regular and Special Board meetings adjourned at 10:14 a.m., and the next Regular meeting will be held on November 4, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

Executive Summary November 4, 2021

LTE Update

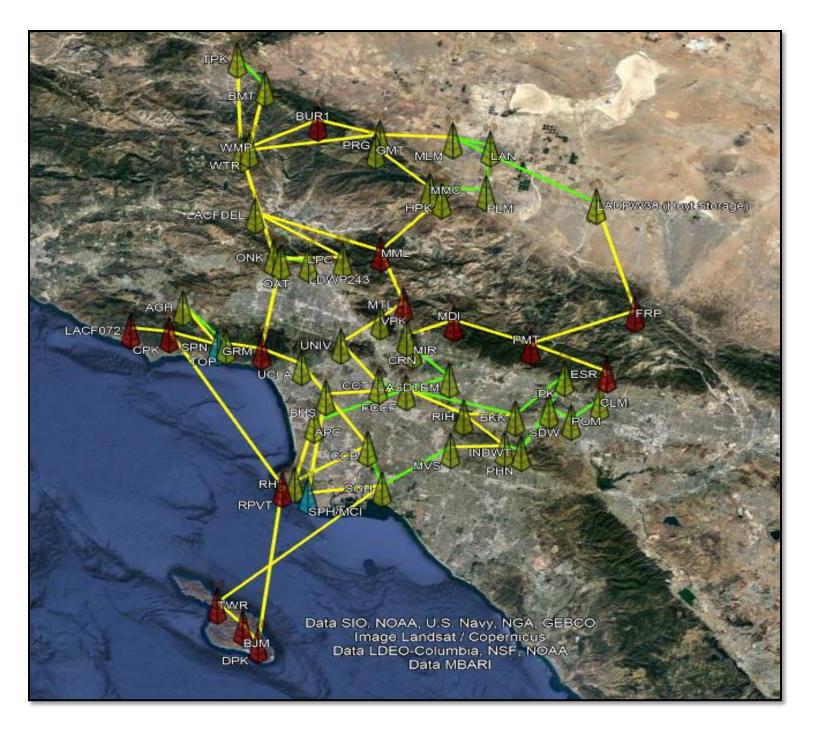
 PSBN Round 2 – Sites 1-25 are complete. Closeout materials for the five (5) sites constructed under AT&T funding are assembled and are under review by FirstNet/AT&T Corporation (AT&T) for acceptance. There remains final power and generator commissioning at a few sites.

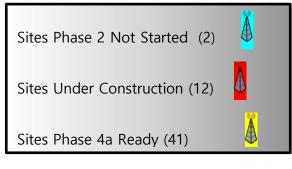
LMR Update

- 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 and the Authority have agreed to use the September 14, 2021, Data Date Integrated Master Schedule to manage the remainder of the Program. The System Acceptance date is October 10, 2023.
 - Below is a breakdown of current site progress:
 - Nearing the Phase 2 and Phase 4a completion at nearly all active sites. MSI has indicated that all sites including Catalina Island will be Phase 2 substantially completed by the end of the year. LACF072 is currently behind schedule; based on current excavation efforts the installment of the tower is contemplated for the end of October. Due to late delivery of Final Map from electrical utility provider Los Angeles Department of Water and Power (LADWP), Green Mountain (GRM) site is also at risk for a late finish.
 - 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 between LA-RICS and MSI. The cutover plans will be managed to ensure that all cutovers occur as planned so that the IMS testing dates are met. Stakeholders and prospective users are encouraged to contact LA-RICS representatives with their agency cutover plans to ensure smooth transitions on to the LA-RICS Network.
 - 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 within the County of Los Angeles borders.

- ISSI connections have 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





| 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* | \$ 5,892,429 | \$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. 114 November 4, 2021 Submitted October 29th, 2021

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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 to LA-RICS
 - 2. Ensure internal LA-RICS operational aspects are in place
 - 3. Develop and Implement Policies

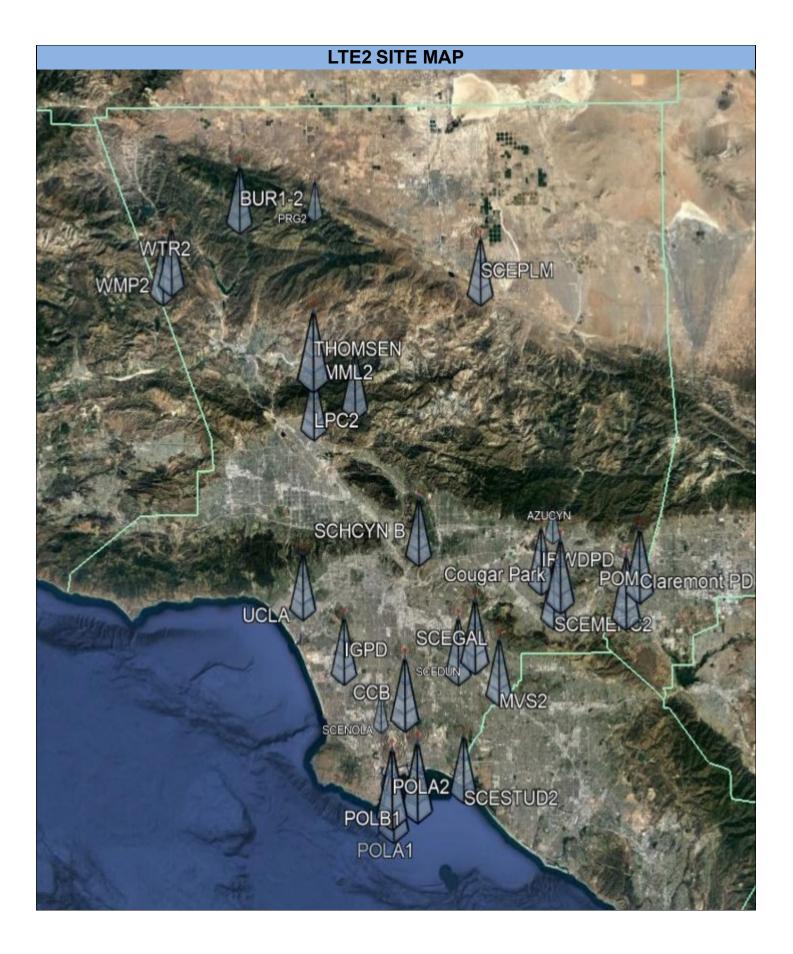
Special Events

No new activity.

LTE Round 2 Updates

- October 2021 saw progress in utility activation at the remaining Southern California Edison, (SCE) installation. 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.



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. A recent occurrence was on 10/26/2021 at the
 MML site. 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, uninterrupted basis.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,656 persons as of October 7, 2021.
- The Project Team has continued to support development of and review of MSI's coastal development permitting documents. MSI will not be responsible for the
 permitting/ application to California Coastal Commission for the MCI site. Instead, the application will be performed utilizing the Authority's contracted
 Architecture firm.
- One new NOE (for Site MCI) was filed as a result of actions taken during the October 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) permits yet to be received, one (1) of the sites TOPRELAY is under review by the Department of Regional Planning (TOPRELAY), and the other site, (MCI) has yet to be submitted since it is still in the design phase. 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, WTR).

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, MCI and the installation of TOPRELAY shelter, generator, and RF equipment.
- Over 34 sites have normal power on and are optimized at site level by MSI.
- The "Project Schedule" with the data date of September 14th, 2021 (version 2) was formally accepted by the Authority. The finish date shown on the 9/14/2021DD IMS shows a Final System Acceptance date as October 10th, 2023. The Authority maintains that the finish date of the Program may be sooner than forecasted by MSI, particularly 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. The Authority has also solicited a price quote to move the non-redundant equipment planned for the TOPRELAY site to MCI. MSI has not yet provided the requested quote. However, MSI has provided predictive coverage map of the Santa Monica Mountains area to learn how coverage may be affected if an equipment relocation is carried out. Significant progress has been made at twelve (12) UASI 19 sites and MSI has committed to complete Ph.2 work at the UASI 19 sites by the end of this year. Three sites are planned to receive electrical utility power from Southern California Edison in the Month of November 2021. Ph.2 close-out materials continue to be a struggle for MSI to complete. Formal correspondence has been sent to MSI to request that all outstanding close-out materials are submitted immediately.

<u>Network</u>

- 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.





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

November 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson Scott Loso 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

LA-RICS PSBN SITE DEPLOYMENT Week of 10/25/2021

| Site ID | Туре | 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 | |
|---------|------|-------------|------------------|---------------------------------|-----------------------------|------------------------|-------------------------------|--------------------|-----------------------------------|---------------------------------|---------------------------------------|--------------------------------|---------------|--|
| | | | NA | NA | 5/21/2020 | Complete | 7/31/2020 | NA | 11/20/2020 | 11/27/2020 | 11/30/2020 | 11/30/2020 | | Substantially Complete. (1) Trenching for power is nearing energized upon completion of LM |
| MML2 | Colo | MSI | | | | | | | | | | | | energized upon completion of Ev |
| | | | 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 |
| MNTBLPD | Pole | Diversified | | | | | | | | | | | | |
| | 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 |
| POLA1 | | | | | | | | | | | | | | |
| 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 | | LA-RICS scope complete. Site v power and fiber agreement. |
| | | | NA | NA | 12/23/2020 | Complete | 2/1/2021 | NA | NA | 3/12/2021 | 6/18/2021 | 10/8/2021 | 10/30/2021 | Site construction complete. Com |
| POM2 | Roof | Motive | | | | | | | | | | | | |
| | | | 8/20/2020 | Complete | 9/18/2020 | Pending - See Comments | Pending - See | Pending - See | Pending - See | Pending - See | Pending - See | Pending - See | Pending - See | No activity required by LA-RICS |
| POLB1 | Pole | Motive | | | | | Comments | Comments | Comments | Comments | Comments | Comments | Comments | |

| Legend | | | | |
|-----------|------------------------|--|--|--|
| Completed | | | | |
| | Forecasted - Scheduled | | | |

Comments

aring completion for the LMR site. LTE2 is f LMR.

te waiting for Fenix Terminal and AT&T to finalize

Completing final inspections and punchlist.

ICS

AGENDA ITEM F - ENCLOSURE



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON EXECUTIVE DIRECTOR

November 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson Scott Lose 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 Land Mobile Radio System (LMR) system as well as frequency licensing issues impacting the LMR deployment.

TP:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON EXECUTIVE DIRECTOR

November 4, 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)

On October 14, 2021, despite design challenges with fencing and H1 habitat, Motorola recommended that the Authority proceed with the CDP application and project as designed. Motorola had initially misplaced the H1 habit boundary initially, which is resulting in challenges to drafting findings for the CDP application. Had the H1 boundary been accurately depicted at the onset, site design would have been different. On October 19, 2021, the Authority directed Motorola to proceed with submitting the CDP application pursuant to Motorola's recommendation. Upon receipt of a full CDP resubmittal package from Motorola, the Department of Regional Planning will review all materials submitted for consistency and compliance with the Santa Monica Mountains Local Coastal Program.

MCI

In addition to the full install intended at the former Saddle Peak site (SPN), the project team is collaboratively evaluating the opportunity to house all non-redundant subsystems initially planned for RELAY, at MCI. A key component of this evaluation is to understand coverage maps for the area so as to identify any additions or subtractions in coverage. On October 22, 2021, the Authority received approximately 10% of the maps needed for this evaluation from MSI, and the balance of the maps needed to evaluate the complete coverage picture, are anticipated shortly.

TR:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON EXECUTIVE DIRECTOR

November 4, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson

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 |
|--|------------------|
| LA-RICS Weekly Outreach Meeting | October 4, 2021 |
| LA-RICS Weekly Outreach Meeting | October 11, 2021 |
| LA-RICS Weekly Outreach Meeting | October 18, 2021 |
| Emergency Communications Preparedness Center | |
| (ECPC) Advanced Technology Working Group (ATWG) | October 20, 2021 |
| International Association of Chiefs of Police Communications (IAPC) Communications and Technology | |
| Committee – Monthly Meeting | October 20, 2021 |
| Department of Homeland - Security Office of Intelligence | |
| and Analysis, Webinar | October 20, 2021 |
| LA-RICS Weekly Outreach Meeting | October 25, 2021 |
| International Public Safety Association (IPSA) Board of | |
| Directors Meeting | October 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 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.

Portable radios are being prepared for the Hacienda La Puente Unified School District (HLPUSD) Police to assist them with testing the LA-RICS system and prepare for future onboarding.

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

A radio testing plan with the LASD's Aero Bureau testing plan is currently in development awaiting radio programming.

The authority has made contact with a new (replacement) radio technician from the FBI who will assist with interoperability planning for the Super Bowl at SoFi Stadium. A planning meeting was held at the City of Inglewood's Senior Center on October 14th.

SC:mbc



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

November 4, 2021

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

Dear Directors:

FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

SUBJECT

The California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The first meeting under AB 361 occurred on October 7, 2021, so it is time for the Board to make its first findings under AB 361 for it to continue to use a telephonic meeting for the November Regular meeting.

RECOMMENDED ACTIONS

It is recommended that your Board, acting on its behalf, and on behalf of the Finance, Operations and Technical Committees appointed by the Board and which are subject to the Brown Act:

- 1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
- 2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

LA-RICS Board of Directors November 4, 2021 Page 2

3. Instruct the Board Secretary to the Board to place on future meeting agendas for the Board and not more than 30 calendar days after these findings are adopted, an agenda item entitled "Findings to Continue Teleconference Meetings under AB 361 and Related Actions," and include these same findings for adoption; and instruct the Board Secretary to continue to do so not more than 30 calendar days after each time these findings are adopted until instructed to cease doing so.

BACKGROUND

In California, the law that guarantees the public's right to attend and participate in such deliberations is the Ralph M. Brown Act (Brown Act). The public's right to attend and participate, however, must be exercised under conditions ensuring their and attendees' and personnel's safety. In recognition of the need to strike such a balance and, in light of the State of Emergency stemming from the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, suspending certain Brown Act requirements related to local legislative body meetings via teleconferencing. Subsequently, on June 11, 2021, because of the ongoing COVID-19 pandemic, the Governor issued Executive Order N-08-21, extending the suspension of the Brown Act provisions related to meetings via teleconferencing through September 30, 2021.

On September 10, 2021, the Legislature passed AB 361, to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. The Legislature passed AB 361 to continue to allow broader access through teleconferencing options consistent with the Governor's Executive Orders, permitting expanded use of teleconferencing during the COVID-19 pandemic. The Governor signed AB 361 into law on September 16, 2021, which took effect immediately. However, to provide clarity around the applicable procedures governing local legislative body meetings and to ensure that critical governmental functions are not affected, on September 20, 2021, the Governor issued Executive Order N-15-21, which suspends the relevant amended provisions of the Brown Act under AB 361 until Executive Order N-08-21 expires on September 30, 2021.

To ensure the safety of members of the public and personnel while guaranteeing the public's right to attend and participate in meetings of local legislative bodies and in alignment with the County of Los Angeles' Health Officer's recommendations to reduce crowding indoors and to support physical distancing, the Board can continue to meet via teleconferencing, in compliance with AB 361 while we are under a State of Emergency and while State or local officials continue to recommend measures to promote physical distancing. However, the Board will need to regularly consider the circumstances of the State of Emergency to determine whether teleconferencing should continue no later than 30 days after the Board's first meeting under AB 361, which occurred on October 7, 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the

LA-RICS Board of Directors November 4, 2021 Page 3

teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The Board held its first meeting under AB 361 on October 7, 2021. As we approach the first 30-day deadline, the Board needs to make the necessary findings. The Governor's declaration of a statewide emergency is still in effect, and the County of Los Angeles' Public Health Officer still currently recommends physical distancing. Under AB 361, it is appropriate for the Board to continue with a teleconference meeting for the November meeting if the appropriate findings are made.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

The Executive Director recommends the Board make the recommended findings.

Respectfully submitted,

SCOTT EDSON EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON EXECUTIVE DIRECTOR

November 4, 2021

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

Dear Directors:

APPROVE AMENDMENT NO. 83 AND AMENDMENT NO. 84 (UNILATERAL AMENDMENT NO. 19) TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 83 and Amendment No. 84 – Unilateral Amendment No. 19 to Agreement No. LA-RICS 007 (Agreement) to incorporate certain change orders to address Federal Communications Commission (FCC) requirements and to account for Visual Impact Assessment Mitigation Measures (VIAMM) implementation work required by the United States Forest Service (USFS), which increases the Maximum Contract Sum by \$186,340 collectively.

RECOMMENDED ACTIONS

It is recommended that your Board:

- 1. Make the following findings:
 - a. Find the approval and execution of Amendment No. 83 to contemplate a change order related to antenna changes per FCC requirements at the Burnt Peak 1 (BUR1) site to align with the updated LMR System Design is (a) within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the

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

- b. Find that (a) approval and execution of Amendment No. 84 Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at ten (10) LMR System Sites, Burnt Peak 1 (BUR1), Frost Peak (FRP), Grass Mountain (GMT), Johnstone Peak 2 (JPK2), Loop Canyon (LPC), Magic Mountain Link (MML), Mount Lukens (MTL2), Pine Mountain (PMT), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR), is (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects.
- c. Find that (a) approval and execution of Amendment No. 84 Unilateral Amendment No. 19 to contemplate a change order related to tower finishing work at one (1) LMR System Site, Mount Disappointment (MDI), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA on February 5, 2015, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
- 2. Approve Amendment No. 83 (Enclosure 1) to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to include a change order at the BUR1 site to address FCC requirements for a cost increase in the amount of \$17,412.
- Approve Amendment No. 84 Unilateral Amendment No. 19 (Unilateral Amendment No. 19) (Enclosure 2) to Agreement No. LA-RICS 007 for an LMR System with MSI, which revises the Agreement to include a change order impacting eleven (11) sites (BUR1, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, WMP and WTR) to contemplate VIAMM implantation work for a cost increase in the amount of \$168,928.
- 4. Authorize a collective increase to the Maximum Contract Sum in the amount of \$186,340, from \$289,615,292 to \$289,801,632, when taking both Amendment No. 83 and Unilateral Amendment No. 19 into consideration.

- 5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 83 and Unilateral Amendment No. 19.
- 6. Delegate authority to the Executive Director to execute Amendment No. 83 and Unilateral Amendment No. 19, in substantially similar form to the enclosed Amendments (Enclosure 1 and Enclosure 2).

BACKGROUND

The Authority and MSI team continue to work on the final design and construction build of the LMR System. During this iterative process, at times it becomes necessary to consider change orders to address unforeseen impacts and design changes by third parties like the FCC and the USFS as is the case for the change orders contemplated in Amendment No. 83 and Amendment No. 84 – Unilateral Amendment No. 19.

Before your Board for consideration is Amendment No. 83 and Unilateral Amendment No. 19, which if approved by your Board, will allow the Authority to authorize MSI to proceed with the work contemplated in the amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

LMR Amendment No. 83

Amendment No. 83 contemplates a change order at the Burnt Peak1 (BUR1) site, resulting in an increase to the Maximum Contract Sum in the amount of \$17,412 as detailed in the below table.

| Item No. | Site ID | Site Name | COR No. | Description | Amount |
|-------------|---------|--------------------------------------|---------|----------------------------------|----------|
| 1. | BUR1 | Burnt Peak 1 MSI-7077 Antenna Change | | Antenna Changes FCC Requirements | \$17,412 |
| | | | | TOTAL AMOUNT: | \$17,412 |

It is necessary to incorporate this change order to comply with FCC requirements at the BUR1 site. Approval of this change order will allow the requisite work be performed to ensure the antennas do not interfere with an existing Digital Television (DTV) station. These activities were not previously contemplated, but are necessary to allow MSI to proceed with work to comply with FCC requirements and complete construction activities at this site.

LMR Amendment No. 84 – Unilateral Amendment No. 19

Unilateral Amendment No. 19 contemplates a change order at eleven (11) sites (BUR1, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, WMP and WTR), resulting in an increase to the Maximum Contract Sum in the amount of \$168,928.

| ltem No. | Site ID | Site Name | Authority's Unilateral COR No. in Prolog | RFQ No./MSI Change Order No. | Description | Method of Compensation for Changes in the Work | Amount |
|-------------|-----------|-----------|---|---------------------------------------|---|---|-----------|
| 1. | Various | Various | LMR COR 041R1 Unilateral | MSI-7074 | USFS Sites Field Implementation of VIAMM | Method B | \$168,928 |
| | \$168,928 | | | | | | |

It is necessary to incorporate this change order to allow MSI to proceed with powder coating work at the eleven (11) sites where certain infrastructure and equipment must be treated or finished to match the approved color pallet for each site as determined by the USFS VIAMM requirements, which comply with the LA-RICS' Special Use Permit and the USFS Decision Memo. These activities were not previously contemplated, but are necessary to complete construction activities at these sites.

Both change orders contemplated in Amendment No. 83 and Unilateral Amendment No. 19 were presented to and reviewed by the Change Control Board which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and County of Los Angeles Fire Department (Fire Department). Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs, form part of the Change Control Board.

With respect to Amendment No. 83, the change order contemplated in Amendment No. 83 was mutually agreeable to both parties, with both parties negotiating and agreeing to the change order, including scope and associated costs.

However, Unilateral Amendment No. 19 is being processed because although the parties agree on the scope of the change, they have not come to an agreement on the proposed pricing and markup. Due to the lack of agreement by both parties, the Authority, based on its evaluation of the submittal, is proceeding with issuance of Unilateral Amendment No 19. for this work absent a consensus with MSI.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 83 and Unilateral Amendment No. 19 will result in an increase to the Maximum Contract Sum by \$186,340, collectively, from \$289,615,292 to \$289,801,632.

The work contemplated in both Amendment No. 83 and Unilateral Amendment No. 19 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/21 grants. The funds to account for the change orders contemplated in Amendment No. 83 and Unilateral Amendment No. 19 are held in the Contingency line item within the approved UASI Spending Plan. The Contingency line item is set aside to pay for unforeseen change

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orders. The LA-RICS Spending Plan Contingency line item has a balance of \$1,576,338 prior to issuance of Amendment No. 83 and Unilateral Amendment No. 19. Should Amendment No. 83 and Unilateral Amendment No. 19 be approved by your Board, the Contingency line item will be reduced to \$1,389,998.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at one (1) LMR System Site BUR1 contemplated in Amendment No. 83 and at ten (10) LMR System Sites (BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP, and WTR) contemplated in Unilateral Amendment No. 19 to comply with the FCC requirements and to provide the material and implementation for the tower and other metallic finishes at the BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR sites to comply with the USFS Special Use Permit VIAMM requirements in accordance with the U.S. Forest Service Decision Memo were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these ten (10) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these ten (10) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Additionally, as the CEQA lead agency, the Authority previously determined on February 5, 2015, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at one (1) LMR System Site (MDI) are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval of the currently recommended actions related to this one (1) LMR System Site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged.

Upon the Board's approval of the recommended actions for Amendment No. 83 and Unilateral Amendment No. 19, the Authority will file a Notice of Determination (NOD) for the ten (10) LMR System Sites (BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP, and WTR) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines and will file a

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Notice of Exemption (NOE) for the one (1) LMR System Site (MDI) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended 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

Enclosures

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Eighty-Three (together with all exhibits, attachments, and schedules hereto, "<u>Amendment No. 83</u>") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("<u>Contractor</u>"), effective as of November _____, 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 ("<u>LA-RICS</u>") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "<u>Agreement</u>").

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

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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 <u>only</u> 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; (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 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 these four 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

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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; Maximum Contract Sum by \$1,172,843 from increasing the \$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

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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)

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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),

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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

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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.

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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

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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

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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.

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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.

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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 \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

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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),

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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) 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 unilaterally 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 unilaterally in Amendment Number Sixty-One – Unilateral Amendment No. 2, issued June 29, 2021, (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

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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 unilaterally in Amendment Number Sixty-Two – Unilateral Amendment No. 3, issued July 13, 2021, (a) incorporate a change order for the East Sunset Ridge (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 Tower Peak (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.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Five – Unilateral Amendment Number Four, issued August 12, 2021, to (a) reconcile Phase 2 Work for the San Pedro Hill (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.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Six – Unilateral Amendment Number Five, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Magic Mountain Link (MML) site related to additional power utility work 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.

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The Agreement has been previously amended unilaterally in Amendment Number Sixty-Seven – Unilateral Amendment Number Six, 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.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, 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.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, 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.

The Agreement has been previously amended unilaterally in Amendment Number Seventy – Unilateral Amendment Number Nine, 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.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Los Angeles County Fire Station 072 (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.

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The Agreement has been previously amended unilaterally in Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes (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.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Sand 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.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, 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 \$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 in 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 in 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.

This Agreement has been previously amended in Amendment Number Seventy-Seven, issued September 17, 2021, to (a) incorporate certain LMR change orders related

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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.

The Agreement has been previously amended unilaterally in 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.

The Agreement has been previously amended unilaterally in 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.

The Agreement has been previously amended unilaterally in Amendment Number Eighty – Unilateral Amendment No. 18, issued October 4, 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 Agreement has been previously amended in Amendment Number Eighty-One, issued October 8, 2021 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 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 Amendment No. 81 into consideration; and (e) make other certain changes as set forth in Amendment No. 81.

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The Agreement has been previously amended in Amendment Number Eighty-Two, issued October 8, 2021, to (a) revise payments to align with Provisional Subsystem Acceptance; (b) preserve the parties' positions with respect the IMS reflecting an October 2023 completion date; and (c) make other certain changes as set forth in Amendment No. 82.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate a LMR Change Order Modification related to the Antenna Changes necessitated by FCC Requirements at Burnt Peak1 (BUR1) for a cost increase in an amount of \$17,412; (b) increase the Maximum Contract Sum by \$17,412 from \$289,615,292 to \$289,632,704; and (c) make other certain changes as set forth in this Amendment No. 83.

This Amendment No. 83 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. 83, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

- <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 83 refer to sections of the Agreement, as amended by this Amendment No. 83.
- <u>LMR Change Order Modification</u>. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7077 pursuant Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

| ltem No. | Site ID | Site Name | COR No. | Description | Amount |
|-------------|---------|--------------|----------|-------------------------------------|----------|
| 1. | BUR1 | Burnt Peak 1 | MSI-7077 | Antenna Changes FCC Requirements | \$17,412 |
| | | | | TOTAL AMOUNT: | \$17,412 |

- 3. <u>Amendments to the Agreement</u>.
 - 3.1 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:

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- 8.1.1 The "<u>Maximum Contract Sum</u>" under this Agreement is Two Hundred Eighty-Nine Million, Six Hundred Thirty-Two Thousand, Seven Hundred Four Dollars (\$289,632,704) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
- 3.2 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 Seventy-Nine Thousand, Six Hundred Forty-Three Dollars (\$288,379,643). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. <u>Amendments to Agreement Exhibits</u>.

- 4.1 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. 83 and incorporated herein by this reference.
- 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 83 and incorporated herein by this reference.
- 4.3 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 83 and incorporated herein by this reference.
- 5. This Amendment No. 83 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 83;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 83 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 83; and

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- 5.4 The Executive Director of the Authority has executed this Amendment No. 83.
- 6. Except as expressly provided in this Amendment No. 83, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
- 7. Contractor and the person executing this Amendment No. 83 on behalf of Contractor represent and warrant that the person executing this Amendment No. 83 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 83, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 8. This Amendment No. 83 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-THREE 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. 83 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:_____

By: _____

Scott Edson Executive Director

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

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EXHIBIT C.1

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 83

| EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY | | | | | | | | | |
|--|--------------------|--------------------------|----|--|----|---------------------------|----|--|--|
| Summary | | Unilateral Option Sum | | Contract Sum - Full Payable Amount | | 10% Holdback Amount | | Payment Ainus 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 | | | \$ | 3,277,935 | \$ | 327,794 | \$ | 2,950,142 | |
| 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 | \$ | 175,714,703 | \$ | 21,802,351 | \$ | 284,465,307 | |
| TOTAL CONTRACT SUM: | \$175,714,703 | | | | | | | | |
| LMR Discounts ^(Note 2) | -\$16,634,955 | | | | | | | | |
| MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum): | eact \$289,632,704 | | | | | | | | |

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> 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.1 (Page 1 of 1)

SCHEDULE OF PAYMENTS EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

| Change Order Number | Site ID | Item/Category | | ract Sum - de Amount | 10% Holdback Amount | | Payable Amount Less 10% Holdback Amount | |
|------------------------|------------|--|----------|-------------------------|------------------------|--------------|---|--|
| | | Amendment No. 28 | | | | | | |
| MSI 003 Revised | OLI | MSI-003 OLI Tower Mapping (Revised) | \$ | - | \$- | \$ | - | |
| MSI-007 | LDWP243 | MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement | \$ | 2,200 | \$ 220 | \$ | 1,980 | |
| | | | | , | | | , | |
| MSI-008 | LMR | MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations | \$ | 9,912 | \$ 991 | \$ | 8,921 | |
| MSI-009 | AGH | MSI-009 AGH SCE Engineering Fee Reimbursement | \$ | 5,634 | \$ 563 | \$ | 5,071 | |
| MSI-012 | LMR | MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR | \$ | | \$ | \$ | | |
| MSI-015 | BUR1 | MSI-015 BUR1 SCE Engineering Fee | \$ | 3,308 | \$ 331 | \$ | 2,977 | |
| MSI-016 | BMT | MSI-016 BMT SCE Engineering Fee | \$ | 592 | \$ 59 | \$ | 533 | |
| MSI-017 | MML | MSI-017 MML SCE Engineering Fee | \$ | 3,308 | \$ 331 | \$ | 2,977 | |
| | | Amendment No. 28 Subtotal | \$ | 24,953 | \$ 2,495 | \$ | 22,458 | |
| | | Amendment No. 29 | | | | | | |
| MSI-030 | APC | MSI-030 Saturday Labor and Crane Cost | \$ | 2,405 | \$ 241 | | 2,165 | |
| MSI-020R | BKK | MSI-020R Tower Mapping and Painting | \$ | 26,225 | \$ 2,623 | _ | 23,603 | |
| MSI-024 | BKK | MSI-024 Dispersive Wave Testing | \$ | 5,426 | \$ 543 | | 4,883 | |
| MSI-1208 | РОМ | MSI-LMR1208 ACM and LCP Testing Services | \$ | 4,400 | \$ 440 | | 3,960 | |
| | | Amendment No. 29 Subtotal | \$ | 38,456 | \$ 3,840 | \$ | 34,610 | |
| MSI-1205 | MVS | Amendment No. 30 MSI-1205 MVS LCP Testing Services | L ¢ | 4 105 | ¢ 420 | L C | 2 77(| |
| WISI-1205 | IVI V S | Amendment No. 30 Subtotal | \$ \$ | 4,195 4,195 | \$ 420 \$ 420 | | 3,776 3,776 | |
| | | Amendment No. 30 Subtotal Amendment No. 31 | 3 | 4,195 | \$ 420 | 3 | 3,770 | |
| MSI-1265 | ONK | MSI-1265 Environmental Testing ACM and LPC Services | \$ | 3,633 | \$ 363 | \$ | 3,270 | |
| MSI-1205 MSI-1206 | CCT | MSI-1205 Environmental Testing ACM and EFC Services | \$ | 9,745 | \$ 301 \$ 975 | | 8,771 | |
| MSI-1321 | AGH | MSI-1321 Additional Title, Survey, Research | \$ | 2,100 | \$ 210 | | 1,890 | |
| MSI-1267R | LARICSHQ | MSI-1267R Environmental Testing ACM and LPC Services | \$ | 4,095 | \$ 410 | \$ | 3,686 | |
| | | Amendment No. 31 Subtotal | \$ | 19,573 | \$ 1,957 | ' \$ | 17,616 | |
| | | Amendment No. 33 | | | | | | |
| MSI-1528 | MLM | MSI-1528 MLM Tower Light | \$ | 17,490 | \$ 1,749 | \$ | 15,741 | |
| | | Amendment No. 33 Subtotal | \$ | 17,490 | \$ 1,749 | \$ | 15,741 | |
| | | Amendment No. 34 | | | | | | |
| MSI-1447 | AGH | MSI-1477 AGH Additional Electrical Work | \$ | 84,503 | \$ 8,450 | | 76,053 | |
| MSI-1435 | HPK | MSI-1435 HPK Power Conduit Outside Compound | \$ | 6,241 | | • \$ | 5,617 | |
| | | Amendment No. 34 Subtotal | \$ | 90,744 | \$ 9,074 | \$ | 81,670 | |
| | | Amendment No. 35 | | | - | | | |
| MSI-5002 | SDW | MSI-5002 SDW Waveguide Bridge Installation | \$ | 13,115 | | | 11,804 | |
| | | Amendment No. 35 Subtotal | \$ | 13,115 | \$ 1,312 | \$ | 11,804 | |
| MGL 5002 | DU | Amendment No. 36 | 1 ÷ | | | | | |
| MSI-5003 | BJM | MSI-5003 BJM Tower Mapping Services | \$ | 4,952 | | \$ | 4,457 | |
| | | Amendment No. 36 Subtotal | \$ | 4,952 | \$ 495 | \$ | 4,457 | |
| MSI 5010 | CDM | Amendment No. 37 | ¢ | 2 754 | ¢ 27. | ¢ | 2.270 | |
| MSI-5010 MSI-5008 | CRN CRN | CRN Lead Paint Abatement and Consulting Services CRN Siren | \$ \$ | 3,754 | | _ | 3,379 9,102 | |
| MSI-5008 MSI-5015 | CRN | CRN Siren CRN Permanent Fence | \$ | 5,043 | , | - \$ - \$ | 4,539 | |
| MSI-1209R | FCCF | FCCF Receptacle Light Installation | \$ | 12,336 | \$ 1,234 | _ | 11,102 | |
| MSI-5031 | HPK | HPK SCE Trenching | \$ | 12,530 | \$ 1,262 | | 11,361 | |

AGENDA ITEM K - ENCLOSURE 1

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 83

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | | 1 | 10% Holdback Amount | | Payable Amount Less 10% Holdback Amount | |
|----------------------------|-------------|--|----------------------------------|--------------------|----------|------------------------|----------|---|--|
| MSI-UNI-002 | MMC | MMC Concrete Under Asphalt | \$ | 9,765 | | 977 | \$ | 8,789 | |
| MSI-UNI-003 | MMC | MMC Electrical Power Conduits Amendment No. 37 Subtotal | \$ \$ | 2,703 56,337 | \$ | 270 | \$ \$ | 2,433 50,703 | |
| | | Amendment No. 57 Subtotal Amendment No. 38 | • | 50,337 | 3 | 5,634 | 3 | 50,705 | |
| MSI-5017 | PMT | PMT 2nd GeoTechnical Engineering Services | \$ | 23,626 | \$ | 2,363 | \$ | 21,263 | |
| MSI-5030 | UCLA | UCLA ACM and LCP Testing Services | \$ | 4,725 | \$ | 473 | \$ | 4,253 | |
| MSI-UNI-004 | FCCF | FCCF Relocated Prime Site Equipment | | , | \$ | - | \$ | - | |
| MSI-5038 | SGH | SGH Barrel Tile Roof | \$ | 6,843 | \$ | 684 | \$ | 6,159 | |
| MSI-5021 | SGH | SGH NB CX Stand Down Costs | \$ | 7,652 | \$ | 765 | \$ | 6,887 | |
| MSI-5046 | DPW38 | DPW38 LCP Testing | \$ | 2,363 | \$ | 236 | \$ | 2,127 | |
| MSI-5043 MSI-5006 | VPK | VPK Tower Foundation VPK Power Run | \$ | 34,102 | \$ | 3,410 | \$ | 30,692 | |
| MSI-5006 MSI-UNI-005 | VPK VPK | VPK Power Run VPK Retaining Wall Credit | \$ \$ | 50,027 (68,141) | \$ \$ | 5,003 (6,814) | \$ \$ | 45,024 (61,327) | |
| MSI-UNI-005 MSI-UNI-006 | LACFDEL | LACFDEL Reuse of Existing Shelter | \$ | (121,819) | \$ \$ | (12,182) | \$ | (109,637) | |
| MSI-5024 | MIR | MIR Additional Topography | \$ | 2,205 | \$ | 221 | \$ | 1,985 | |
| MSI-5061 | MDI | MDI 2nd GeoTechnical Engineering Services | \$ | 7,588 | \$ | 759 | \$ | 6,829 | |
| MSI-5028 | MDI | MDI Underground Utility Locator | \$ | 756 | \$ | 76 | \$ | 680 | |
| MSI-5029 | MDI | MDI Addition Topo Survey | \$ | 2,100 | \$ | 210 | \$ | 1,890 | |
| MSI-5050 | WWY | WWY Native American Monitoring | \$ | 580 | \$ | 58 | \$ | 522 | |
| | | Amendment No. 38 Subtotal | \$ | (47,393) | \$ | (4,739) | \$ | (42,654) | |
| | | Amendment No. 39 | | | | | | | |
| MSI-5073 | AGH | AGH Encroachment Permit Fee | \$ | 4,807 | \$ | 481 | \$ | 4,326 | |
| MSI-5045 | CCB | CCB Abatement and Remediation Work | \$ | 13,125 | \$ | 1,313 | \$ | 11,813 | |
| MSI-5076 | LACFDEL | LACFDEL New Phase 1 Work_Rev.1 | \$ | 43,271 | \$ | 4,327 | \$ | 38,944 | |
| MSI-5068 MSI-5063 | SPH UNIV | SPH Lease Exhibit Option_Rev.1 UNIV Recuperation of Cost for Day Tank for Cancelled Site | \$ \$ | 1,065 11,338 | \$ \$ | 107 1,134 | \$ \$ | 959 10,204 | |
| WISI-5005 | UNIV | Amendment No. 39 Subtotal | \$ \$ | 73,606 | ۍ ۲ | 7,361 | \$ \$ | 66,245 | |
| | | Amendment No. 41 | Ψ | 75,000 | Ψ | 7,501 | Ψ | 00,245 | |
| MSI-5071 | RIH | Location Change | \$ | 37,705 | \$ | 3,771 | \$ | 33,935 | |
| MSI-5070 | UNIV | New Phase 1 Work | \$ | 51,024 | \$ | 5,102 | \$ | 45,922 | |
| MSI-5069 | RPV1 | New Phase 1 Work | \$ | 54,696 | \$ | 5,470 | \$ | 49,226 | |
| MSI-5042 | INDWT | Request for Road Repairs | \$ | 14,425 | \$ | 1,443 | \$ | 12,983 | |
| MSI-5067 | RHT | ACM/LCP Testing and Monitoring | \$ | 1,697 | \$ | 170 | \$ | 1,527 | |
| MSI-5066 | SPH | RF Engineering Coverage Assessment/Maps | \$ | 12,672 | \$ | 1,267 | \$ | 11,405 | |
| MSI-5072 | LMR | Addition of Microwave Link from BHS to SPH | \$ | 22,740 | \$ | 2,274 | \$ | 20,466 | |
| MSI-5078 | СРК | Additional Ice Bridge | \$ | 1,975 | \$ | 198 | \$ | 1,778 | |
| MSI-5081 | LMR | LARTCS VHF Frequency Changes | \$ | 48,041 | | 4,804 | \$ | 43,237 | |
| MSI-5087 | MTL2 | Road Repair Design | \$ | 11,000 | \$ | 1,100 | \$ | 9,900 | |
| | | Amendment No. 41 Subtotal | \$ | 255,975 | \$ | 25,598 | \$ | 230,378 | |
| MSI-6017 | RIH | Amendment No. 43 and Amendment No. 44 Addition of Microwave Link | 4 \$ | 51.604 | ¢ | 5 160 | ¢ | 46 444 | |
| MSI-6016 | SPH | Addition of Microwave Link | \$ | 51,604 61,638 | | 5,160 6,164 | \$ \$ | 46,444 55,474 | |
| MSI-6015 | UNIV | Addition of Microwave Link | \$ | 74,711 | \$ | 7,471 | \$ | 67,240 | |
| | Amendme | nt No. 43 and Amendment No. 44 Subtotal | \$ | 187,953 | \$ | 18,795 | \$ | 169,158 | |
| | | Amendment No. 45 | | | | | | | |
| MSI-6018 | LPC | Environmental Phase II Limited Subsurface Investigation | \$ | 19,740 | \$ | 1,974 | \$ | 17,766 | |
| MSI-6019 | MML | Environmental Phase II Limited Subsurface Investigation | \$ | 19,310 | \$ | 1,931 | \$ | 17,379 | |
| | | Amendment No. 45 Subtotal | \$ | 39,050 | \$ | 3,905 | \$ | 35,145 | |
| | | Amendment No. 46 | | | | | | | |
| MSI-6043 | POM | Asbestos Abatement Services | \$ | 330,000 | \$ | 33,000 | \$ | 297,000 | |
| MSI-6030 | JPK/RHT/VPK | Tower Top Amplifier Upgrade for Early Deployment Site Transition | \$ | 45,728 | \$ | 4,573 | \$ | 41,155 | |
| | | Amendment No. 46 Subtotal | \$ | 375,728 | \$ | 37,573 | \$ | 338,155 | |

LA-RICS LMR Agreement

Exhibit C.17 (Page 2 of 4) **AGENDA ITEM K - ENCLOSURE 1**

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 83

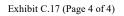
| Change Order Number | | | | tract Sum - ble Amount | 1 | 0% Holdback Amount | Payable Amount Less 10% Holdback Amount | |
|------------------------|-------------|---|----------|---------------------------|----------|-----------------------|---|---|
| | | | | | | | | |
| MSI-6023 | LARICS | LMR System Reconciliation - Engineering & Re-Racking Services | \$ | 174,641 | \$ | 17,464 | \$ | 157,177 |
| MSI-6045 MSI-6040 | ONK RIH | Add ONK Prime Site and ASR Soil Removal | \$ | 438,279 | \$ | 43,828 | \$ | 394,451 |
| MSI-6040 MSI- 6031 | BHS | Soil Removal | \$ \$ | 41,676 41,577 | \$ \$ | 4,168 4,158 | \$ | 37,508 |
| MSI-6042 | LPC | Soil Removal | \$ | 41,577 41,854 | \$ \$ | 4,158 | \$ \$ | 37,419 |
| MSI-6041 | MDI | Soil Sampling | \$ | 10.134 | ۰ ۶ | 1,013 | \$ | 9,120 |
| MSI-6034 | RHT | Additional Topography | \$ | 3,733 | \$ | 373 | \$ | 3,360 |
| | | Amendment No. 47 Subtotal | \$ | 751,893 | \$ | 75,189 | \$ | 676,704 |
| | | Amendment No. 48 | 1 - | , | ~ | | | |
| MSI-6064 | AGH | Easement Payment | \$ | 4,055 | \$ | 406 | \$ | 3,650 |
| MSI-6062 | ТОР | Monopole Painted Neutral Brown | \$ | 6,104 | \$ | 610 | \$ | 5,494 |
| MSI-6050 | LARICS | Core and Site Router/Switch Upgrade | \$ | - , - | \$ | | \$ | - , - |
| WIST 0050 | Entres | Amendment No. 48 Subtotal | \$ \$ | 10,159 | ۰ ۶ | 1,016 | ֆ \$ | 9.143 |
| | | Amendment No. 49 Subtotal | φ | 10,137 | φ | 1,010 | Φ | 7,145 |
| MSI-6061 | Various | New Antenna Models and Powder Coating | \$ | 110.000 | \$ | 11,000 | \$ | 99,000 |
| | · urro uo | Removing impediments to road access caused by erosion to the site | φ | 110,000 | Ψ | 11,000 | Ψ | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| MSI-6067 | MTL2 | road, etc | \$ | - | \$ | - | \$ | |
| MSI-6069 | LARICS | Audio Loopback | \$ | - | \$ | - | \$ | |
| | | Amendment No. 49 Subtotal | \$ | 110,000 | \$ | 11,000 | \$ | 99,000 |
| | | Amendment No. 50 | | , | | , | | , |
| MSI-6076 | PRG/AGH | PRG Relocation to AGH for NMDN System | \$ | 13,678 | \$ | 1,368 | \$ | 12,310 |
| MSI-6077 | PRG | VIAMM Implementation | \$ | 38,615 | \$ | 3,862 | \$ | 34,754 |
| | | BJM & TWR Generator Noise Mitigation Engineering Assessment | | , | | , | | |
| MSI-6086 | BJM/TWR | Services | \$ | 221,211 | \$ | 22,121 | \$ | 199,090 |
| MSI-6079 | MML | MML Buried Concrete and Rebar Removal | \$ | 101,604 | \$ | 10,160 | \$ | 91,444 |
| | | Amendment No. 50 Subtotal | \$ | 375,108 | \$ | 37,511 | \$ | 337,597 |
| | | Amendment No. 51 | | , | | | | |
| MSI-6094/ | | | | | | | | |
| MSI-7014 | FCCF/PLM | Leased Fiber Link between FCCF and PLM | \$ | 11,617 | \$ | 1,162 | \$ | 10,455 |
| MSI-6096 | CCB | Microwave Installation Modification | \$ | , | \$ | -, | \$ | |
| 11151 0090 | 0.02 | | | 44 (4 | • | - | • | 10.4 |
| | | Amendment No. 51 Subtotal | \$ | 11,617 | \$ | 1,162 | \$ | 10,455 |
| | | Amendment No. 52 | | | | | | |
| MSI-7005 | СРК | Road Work for Access | \$ | 23,393 | \$ | 2,339 | \$ | 21,054 |
| MSI-7007 | СРК | Utility Power Provision to CPK Site | \$ | 10,966 | \$ | 1,097 | \$ | 9,869 |
| | | Amendment No. 52 Subtotal | \$ | 34,359 | \$ | 3,436 | \$ | 30,923 |
| | | | Ψ | 54,555 | Ψ | 5,450 | U | 50,920 |
| | | Amendment No. 53 | 1 | | | | | |
| MSI-7003 | Various | VIAMM Multiple Site Implementation | \$ | 186,594 | \$ | 18,659 | \$ | 167,935 |
| MSI-7010 | MDI | Utility Power Work | \$ | 155,866 | \$ | 15,587 | \$ | 140,279 |
| | | Amendment No. 53 Subtotal | \$ | 342,460 | \$ | 34,246 | \$ | 308,214 |
| | | Amendment No. 54 | | | | | | |
| MSI-7011 | RPVT | Utility Power Survey Services | \$ | 11,000 | \$ | 1,100 | \$ | 9,900 |
| MSI-7012 | WMP and WTR | Utility Power Work | \$ | 121,895 | \$ | 12,190 | \$ | 109,706 |
| MSI-7015 | СРК | Subgrade Concrete Structure Evaluation Services | \$ | 5,812 | \$ | 581 | \$ | 5,231 |
| | | Amendment No. 54 Subtotal | \$ | 138,707 | \$ | 13,871 | \$ | 124,830 |
| | | Amendment No. 55 | | | | | | |
| | | | | | | | | |
| MSI-7013 | ТОР | Outdoor Power System and Equipment Amendment No. 55 Subtotal | \$ | 196,126 196,126 | \$ | 19,613 | \$ | 176,513 176,51 3 |

Exhibit C.17 (Page 3 of 4)

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 83

| Change Order Number | Site ID | Item/Category | | Contract Sum - ayable Amount | 1 | 10% Holdback Amount | | Amount | | | | yable Amount Less 10% dback Amount |
|------------------------|-----------|--|----|---------------------------------|----|------------------------|----|-----------|--|--|--|--|
| MSI-7008 | TOP | Biota Reports | \$ | 13,972 | \$ | 1,397 | \$ | 12,575 | | | | |
| · | | Amendment No. 56 Subtotal | \$ | 13,972 | \$ | 1,397 | \$ | 12,575 | | | | |
| | | Amendment No. 57 | | | | | | | | | | |
| MSI-7024 | CPK | Removal of Subgrade Concrete Structure | \$ | 8,566 | \$ | 857 | \$ | 7,709 | | | | |
| | | Amendment No. 57 Subtotal | \$ | 8,566 | \$ | 857 | \$ | 7,709 | | | | |
| | | Amendment No. 58 | | | | | | | | | | |
| MSI-7025 | UNIV | Redesign Work | \$ | 61,668 | \$ | 6,167 | \$ | 55,501 | | | | |
| | | Amendment No. 58 Subtotal | \$ | 61,668 | \$ | 6,167 | \$ | 55,501 | | | | |
| | | Amendment No. 59 | | | | | | | | | | |
| MSI-7049 | POM | Correction of Fire Alarm Deficiency | \$ | 5,282 | \$ | 528 | \$ | 4,754 | | | | |
| MSI-7044 | RPVT | Antenna Powder Coating | \$ | 6,874 | \$ | 687 | \$ | 6,187 | | | | |
| MSI-7051 | LAC072 | Antenna Powder Coating | \$ | 509 | \$ | 51 | \$ | 458 | | | | |
| MSI-7045 | MML | Utility Power Survey | \$ | 3,465 | \$ | 347 | \$ | 3,119 | | | | |
| | | Amendment No. 59 Subtotal | \$ | 16,130 | \$ | 1,613 | \$ | 14,517 | | | | |
| | | Amendment No. 63 | | | | | | | | | | |
| MSI-7060 | WTR | Utility Power Provision | \$ | 10,788 | \$ | 1,079 | \$ | 9,709 | | | | |
| | | Amendment No. 63 Subtotal | \$ | 10,788 | \$ | 1,079 | \$ | 9,709 | | | | |
| | | Amendment No. 64 | | | | | | | | | | |
| MSI-7064 | TWR | Survey for SCE Conveyance | \$ | 8,106 | \$ | 811 | \$ | 7,295 | | | | |
| | | Amendment No. 64 Subtotal | \$ | 8,106 | \$ | 811 | \$ | 7,295 | | | | |
| | | Amendment No. 77 | | | | | | | | | | |
| MSI-7072 | UNIV | Power Meter Payment | \$ | 8,494 | \$ | 849 | \$ | 7,645 | | | | |
| MSI-7067 | FRP | Bollards Around SCE Transformer | \$ | 7,636 | \$ | 764 | \$ | 6,872 | | | | |
| | | Amendment No. 77 Subtotal | \$ | 16,130 | \$ | 1,613 | \$ | 14,517 | | | | |
| NGL 2022 | DUD1 | Amendment No. 83 | | | | | 0 | | | | | |
| MSI-7077 | BUR1 | Antenna Changes FCC Requirements | \$ | 17,412 | \$ | 1,741 | \$ | 15,671 | | | | |
| | | Amendment No. 83 Subtotal | \$ | 17,412 | \$ | 1,741 | \$ | 15,671 | | | | |
| TOTAL FOR | ALL LMR C | HANGE ORDER MODIFICATIONS | \$ | 3,277,935 | \$ | 327,794 | \$ | 2,950,142 | | | | |

Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and



SCHEDULE OF PAYMENTS EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

| TOTAL HOLDBACK AS OF AMENDMENT NO. 82 | HOLDBACK |
|---|------------|
| Phases 1 to 4 Holdback | 13,679,352 |
| LMR Change Order Modifications Holdback | 327,794 |
| LMR Unilateral Amendments Holdback | 109,761 |
| MPLS Mobile Backhaul Holdback | 220,000 |
| Subsystem Hold Back Total | 14,336,907 |

| Subsystem | Date of Completion | Percentage | Payment of Subsystem Phase 4 Completion Acceptance | Subsystem Acceptance Testing | Release of Holdback at each Subsystem Acceptance | Release of \$1.5M of Holdback at Final Acceptance | Release of 5% of Holdback One Year After System Acceptance | Total |
|--|--------------------|------------|--|------------------------------------|--|---|---|--------------|
| NMDN (Phase 1) | 7/19/2022 | 10% | \$921,735 | \$256,323 | \$555,181 | \$149,481 | \$704,663 | \$2,587,383 |
| DTVRS | 3/10/2023 | 55% | \$5,069,545 | \$1,409,776 | \$3,103,650 | \$826,817 | \$3,930,467 | \$14,340,255 |
| LARTCS | 7/28/2023 | 10% | \$921,735 | \$256,323 | \$555,181 | \$149,481 | \$704,663 | \$2,587,383 |
| ACVRS | 8/3/2023 | 20% | \$1,843,471 | \$512,646 | \$1,121,508 | \$300,000 | \$1,421,508 | \$5,199,133 |
| NMDN (Phase 2) Completion final System Documentation | 9/26/2023 | 5% | \$460,868 | \$128,161 | \$272,020 | \$74,221 | \$346,241 | \$1,281,510 |
| Functional Test Acceptance | | | | \$380,828 | \$21,157 | | \$21,157 | \$423,142 |
| Special Operational Test Acceptance | | | | \$412,563 | \$22,920 | | \$22,920 | \$458,403 |
| Stress Test Acceptance | | | | \$9,000 | \$500 | | \$500 | \$10,000 |
| Voice Aerial Coverage Test Acceptance | | | | \$95,207 | \$5,289 | | \$5,289 | \$105,785 |
| Voice Waterway Coverage Test Acceptance | | | | \$56,025 | \$3,113 | | \$3,113 | \$62,251 |
| Voice Subscriber Access Test Acceptance | | | | \$95,207 | \$5,289 | | \$5,289 | \$105,785 |
| NMDN CAD Baseline System Test Acceptance | | | | \$47,603 | \$2,645 | | \$2,645 | \$52,893 |
| FinalSystem Acceptance | | 100% | \$9,217,354 | \$3,659,662 | \$5,668,453 | \$1,500,000 | \$7,168,454 | \$27,213,923 |

AMENDMENT NUMBER EIGHTY-FOUR – (UNILATERAL AMENDMENT NUMBER NINETEEN) TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

RECITALS

This Amendment Number Eighty-Four – Unilateral Amendment Number Nineteen (together with all exhibits, attachments, and schedules hereto, "hereinafter <u>Unilateral</u> <u>Amendment No. 19</u>") is unilaterally issued by the Los Angeles Regional Interoperable Communications System Authority ("<u>Authority</u>") pursuant to Section 2.3.6 (Unilateral Amendment) of the Agreement, and is effective as of November ______, 2021, based on the following recitals:

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

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers One through Fifty-Nine.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty – Unilateral Amendment Number One, issued May 18, 2021, to (a) make changes necessary to incorporate certain LMR change orders for the DPK, FRP, MIR and MTL2 sites 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.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-One – Unilateral Amendment Number Two, issued June 29, 2021, to (a) incorporate a certain LMR change order for the RPVT site 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.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Two – Unilateral Amendment Number Three, issued July 13, 2021, to (a) incorporate a certain LMR change order for the ESR site 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.

Page 1 of 8

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Sixty-Three and Sixty-Four.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Five – Unilateral Amendment Number Four, 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 subsequently amended unilaterally pursuant to Amendment Number Sixty-Six – Unilateral Amendment Number Five, 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 subsequently amended unilaterally pursuant to Amendment Number Sixty-Seven – Unilateral Amendment Number Six, 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 subsequently amended unilaterally pursuant to Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, 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 subsequently amended unilaterally pursuant to Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, 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.

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This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy – Unilateral Amendment Number Nine, 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.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-One – Unilateral Amendment Number Ten, 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 subsequently amended unilaterally pursuant to Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, 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 subsequently amended unilaterally pursuant to Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, 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 subsequently amended unilaterally pursuant to Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, 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.

Page 3 of 8

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Five – Unilateral Amendment Number Fourteen, 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 subsequently amended by mutual agreement of the parties pursuant to Amendment Number Seventy-Seven.

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.

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 October 08, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak (BUR1) site related to rock coring for caissons which includes 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 remove from further consideration Amendment No. 78 – Unilateral Amendment No. 16 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 the net

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amount of \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (d) make other certain changes as set forth in Unilateral Amendment No. 18.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Eighty-One, Eighty-Two, and Eighty-Three.

The Agreement permits the Authority to issue Unilateral Amendments pursuant to Section 2.3.6 (Unilateral Amendment) and Section 2.3.10.2 (Unilateral Amendment), and the Authority has determined a Unilateral Amendment needs to be issued.

The Authority is unilaterally amending the Agreement to make changes necessary to (a) incorporate a certain LMR change order for the various sites related to field implementation of USFS VIAMM requirements as further described in this Unilateral Amendment No. 19 for a cost increase in the amount of \$168,928; (b) increase the Maximum Contract Sum by \$168,928 from \$289,632,704 to \$289,801,632; and (c) make other certain changes as set forth in Unilateral Amendment No. 19.

This Unilateral Amendment No. 19 is authorized under Section 2 (Changes to Agreement) and Section 2.3.6 (Unilateral Amendment) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Unilateral Amendment No. 19, and for other valuable consideration, the Authority issues the following:

- 1. <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Unilateral Amendment No. 19 refer to sections of the Base Document, as amended by this Unilateral Amendment No. 19.
- 2. Unilateral Amendment for Certain Change Order Work. Pursuant to Section 2.3.6 (Unilateral Amendment) of Agreement No. LA-RICS 007, this Unilateral Amendment No. 19 is issued by the Authority and hereby directs Contractor to perform the Work as stated in this Section 2 to this Unilateral Amendment No. 19, in exchange for the firm fixed amounts set forth in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments) and Attachment A to, both which are attached to this Unilateral Amendment No. 19.

| ltem No. | Site ID | Site Name | Authority's Unilateral COR No. in Prolog | Previous RFQ No. or MSI Change Order No. | Description | Method of Compensation for Changes in the Work | Amount |
|-------------|---------|-----------|---|--|---|---|-----------|
| 1. | Various | Various | LMR COR 041R1 Unilateral | MSI-7074 | USFS Sites Field Implementation of VIAMM | Method B | \$168,928 |
| | | | | | TOTAL UNILAT | ERAL AMOUNT: | \$168,928 |

Page 5 of 8

- 2.1 Contractor shall perform all necessary Work for the Visual Impact Assessment Mitigation Measures (VIAMM) requirements at eleven (11) sites (BUR, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, WMP and WTR) where certain infrastructure and equipment must be treated or finished in such a manor to match the approved color pallet for each site as determined by the United States Forest Service (USFS) Visual Impact Assessment Mitigation Measures (VIAMM) requirements to comply with the LA-RICS Special Use Permit and the United States Forest Service (USFS) Decision Memo and the work scope contemplated in LMR COR 041R1 /MSI-COR 7074, which is incorporated into this Unilateral Amendment No. 19, herein by this reference.
- 2.2 The cost to perform this Work is contemplated in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments). Additionally, a detailed cost breakdown reflecting the unilateral costs and approved markup is attached to this Unilateral Amendment No. 19 (Attachment A) and incorporated herein by this reference.

3. <u>Amendments to the Base Document</u>.

- 3.1 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 "<u>Maximum Contract Sum</u>" under this Agreement is Two Hundred Eighty-Nine Million, Eight Hundred One Thousand, Six Hundred Thirty-Two Dollars (\$289,801,632) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
- 3.2 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, Six Hundred Seventy-Five Thousand, Two Hundred Sixty-Six Dollars (\$288,675,266). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. <u>Amendments to Agreement Exhibits</u>.

4.1 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

Page 6 of 8

System Payment Summary), which is attached to this Unilateral Amendment No. 19 and incorporated herein by this reference.

- 4.2 Exhibit C.21 (LMR Unilateral Amendments) is deleted in its entirety and replaced with Exhibit C.21 (LMR Unilateral Amendments), which is attached to this Unilateral Amendment No. 19 and incorporated herein by this reference.
- 4.3 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Unilateral Amendment No. 19 and incorporated herein by this reference.
- 5. This Unilateral Amendment No. 19 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 Los Angeles County Counsel has approved this Unilateral Amendment No. 19 as to form;
 - 5.2 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Unilateral Amendment No. 19; and
 - 5.3 The Executive Director of the Authority has executed this Unilateral Amendment No. 19.
- 6. Except as expressly provided in this Unilateral Amendment No. 19, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 7. This Unilateral Amendment No. 19 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

Page 7 of 8

AMENDMENT NUMBER EIGHTY-FOUR – UNILATERAL AMENDMENT NUMBER NINETEEN TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the Authority has hereto caused this Unilateral Amendment No. 19 to be executed on its behalf by its duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

By:

Scott Edson Executive 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

Page 8 of 8

ATTACHMENT A

| | | | | | Qty | unit price | total | actual total cost < | subcontrac | tor markup | < Price to PNS | < PNS ma | rkup < | MSI markup | < price to Authority |
|-----------|------|----------------------|--|--|----------------------|--|------------------------------------|---------------------|------------|------------|---|--------------------|-------------------|---------------------------|------------------------|
| | | | 250 LF x 6' CL Fence, includes: Hardware to include: post caps, tension bands, hinges, rail ends, ties, tension clips, etc. | [38 EA] 2-3/8"x 12' Posts, [4 EA] 4"x15' Corner Posts, [12 EA] 1-5/8"x21' Top Trail [300 LF] Tension Wire, [750 LF] Barbed Wire, [38 EA] Barbed Arms, [10 EA] Tension Bars | 250 LF | \$16.85 | \$4,212.50 | \$8,387.50 | | | | | | | |
| GrayBirch | BUR1 | material (Natina) | 3'x7'x1-5/8" Double Gate Frame and 4"x15' posts 30' Ice Bridge, Posts, Trapeze, Hardware 3'x7'x2" Steel Door & Separate 4"x4" HSS Frame Estimated Return Shipping | | 1 EA 1 EA 1 EA | \$725/each \$900/each \$475/each | \$725 \$900 \$475 \$2,075 | | 15.00% | | \$13,130.88 | 5% \$1,1 | .90.80 | 5% \$1,250.34 | \$26,257.23 |
| | | | Shipping to Natina in AZ Loading and packaging all materials to Natina (6 man hrs) Packaging materials 12'-10''x11-%''X3'' Grip Strut | | 6 EA | \$ 90/each | \$2,120 \$540 \$140 \$540 | \$2,800.00 | | | | | | | |
| | | | 20'x11-%"x3" Grip Strut 16'x11-%"x3" Grip Strut Estimated Return Shipping | | 14 EA 14 EA | \$138/each \$114/each | \$1,932 \$1,596 \$1,700 | \$5,768.00 | 15% | | \$6,633.20 | | | | |
| | | | shipping (to Natina includes, packing etc.) | | | | | \$4,052.00 | | | \$4,052.00 | | | - | |
| | | labor | 48 hours @ \$100/hr | | 48 hours | \$100/hours | \$4,800 | | | | \$4,800 | | 240.00 | 5% \$252.00 | \$5,292.00 |
| | | material material | material powder coating (PRIMO powder coating) | powder coat lot: louvers, door, metal gates | | | \$690 \$3,140 | | 15% | \$471.00 | \$690 \$3,610 | | \$34.50 180.50 | 5% \$36.23 5% \$189.53 | \$760.73 \$3.980.03 |
| | | | 7' CL Fence - See Attached Itemization | 40 EA - 3-1/2" x12' Sch 40 Posts | 250 LF | \$16.85/LF | \$4,212.50 | | | | +=,=== | -/- + | | | +=,==== |
| | | | 7'X12' Double Swing Gate - See Attached | 13 EA - 1-5/8" x 20' Top Rail | 1 EA | \$725 / EA | \$725 | | | | | | | | |
| | | material | 4' x 4' Single Swing Gate 3' x 4' Single Swing Gate | 250 LF - 7 Ga Tension Wire 750 LF - Barbed Wire | 1 EA 1 EA | \$175 / EA \$150 / EA | \$175 \$150 | | | | | | | | \$20,755.75 |
| Jitney | FRP | (Natina) | 10' Ice Bridge, 14' Posts, Trapeze, Hardware | 40 EA - 4" Barbed Arms | 2 EA | \$425 / EA | \$150 | | | | | | | | Ş20,733.73 |
| | | | Truss Rods w/Tighteners | | 13 EA | \$35 / EA | \$455 | \$16,370.50 | 15% | \$2,455.58 | \$18,826 | 5% \$94 | 41.30 | 5% \$988.37 | |
| | | | Estimated Return Shipping | | | | \$2,700 | | | | | | | | |
| | | | 20' x 11-3/4" x 3" Grip Strut | | 19 EA | \$138 / EA | \$2,622 | | | | | | | | |
| | | | 19' x 11-3/4" x 3" Grip Strut Gate Drop Rod Kit | | 13 EA 1 EA | \$132 / EA \$65 / EA | \$1,716 \$65 | | | | | | | | |
| | | | Estimated Return Shipping | | I EA | \$05 / EA | \$05 | | | | | | | | |
| | | labor | Transport | | | | \$2,825 | | | | \$2,825 | <mark>5%</mark> \$ | 141.25 | 5% \$148.31 | \$3,114.56 |
| | | | | | | | | | | | | | | | |
| | | | Ice Bridge and Fence Material | | | | | | | | | | - | _ | |
| | | labor | Delivery to site from Natina | | 12 hours | \$80.93/hour | 971.16 | | | | \$971.16 | 5% | \$48.56 | 5% \$50.99 | \$1,070.70 |
| | | | Vent Hood Powder Coating | vent, hooded 26"x26"x22" | | \$165.15/each | 315.15 | | | | | | | | |
| | | | (Andrews Powder Coating) | color set-up (minimum) | | \$150/each | | \$333.15 | 15% | \$49.97 | \$383.12 | 5% | \$19.16 | 5% \$20.11 | \$422.39 |
| | | | | waste fee L1 LOVERS 12"x 30" x 6" | | \$18 each \$90.72/each | \$18 | | | | | | | | |
| | | | Louvres Powder Coating | L2 LOVERS 12 × 30" × 6" | | \$90.72/each | 388.8 | | | 4 | | | | | |
| | | | (Andrews Powder Coating) | L3 LOVERS 36" x 6" | | \$207.36/each | | \$412.13 | 15% | \$61.82 | \$473.95 | 5% | \$23.70 | 5% \$24.88 | \$522.53 |
| | | | | waste fee | | \$23.33 / each | 23.33 | | | | | | | | |
| | | powder coating | | | | 4 4245.25 | | | | | | | | | |
| ADW | GMT | powder coating | | LHO - Panel, upper door, dutch #1, armored resistant 35.375" x 35.125" x 1.75" LHO - panel, lower door, dutch #1, armored resistant 35.375" x 48" x 1.75" | | 1 \$245.25 1 \$270.45 | \$740.70 | | | | | | | | |
| | | | | LHO - frame, dutch door #1 armored resistant 36" x 84" 5.75" | | 1 \$225 | | | | | | | | | |
| | | | Entry Door Powder Coating | waste fee | | 1 \$70.09 | \$70.09 | \$1,853.29 | 15% | \$277.99 | \$2,317.24 | 5% Ś | 115.86 | 5% \$121.66 | \$2,554.76 |
| | | | | second stage add for rust resistant Zinc Epoxy base coating PPG PCM70101 (labor | | 4000.40 | 4000.40 | <i> </i> | | | <i><i><i>q</i>-<i>,c</i>-<i>.</i></i></i> | - | | | +_,== |
| | | | | only) pick up / delivery by Andrews Powder Coating Truck | | 1 \$389.40 | \$389.40 | | | | | | | | |
| | | | | moving pad (left at job site to protect flush door | | | \$185 | | | | | | | | |
| | | | | custom order / non stock powder. Ral 6011 reseda green smooth | 2 | 5 \$18.72 | \$468 | | | | | | | | |
| | | | | 8' CL Fence, Posts, Barbed Wire, hardware | 175 LF | \$10.25/LF | | | | | | | | | |
| | | Natina | Natina | Double Gate 12'x8' | | 1 \$750/EA | 3393.75 | \$3,394.00 | 15% | \$509.10 | \$3,903.10 | <mark>5%</mark> \$ | 195.16 | 5% \$204.91 | \$4,303.17 |
| | | | Shipping | 30' ICE Beidge, Posts, Trapeze, hardware | | 1 \$850/EA | | | | | \$712.50 | 5% | \$35.63 | 5% \$37.41 | \$785.53 |
| | | | Subburg. | | | | | | | | ç, 12.30 | - 370 | | 570 957.41 | ÷,00.00 |

ATTACHMENT A

| | | | | | Qty unit price | total | actual total cost | subcontract | tor markup | < Price to PNS | < P N | IS markup | < MSI markup | < price to Authority |
|-----|-----|----------|---|---|-----------------------|----------|-------------------|-------------|------------|----------------|--------------|-----------------|--------------|----------------------|
| | | | Ice Bridge and Fence Material | | | | | | | | | | _ | |
| | | labor | Delivery to site from Natina | | 12 hours \$80.93/hour | 971.16 | 5 | | | \$971.16 | 5% | \$48.56 | 5% \$50.99 | \$1,070.70 |
| | | | | vent, hooded 26"x26"x22" | \$165.15/each | | | | | | | | | |
| | | | Vent Hood Powder Coating (Andrews Powder Coating) | color set-up (minimum) | \$150/each | 315.15 | \$333.15 | 15% | \$49.97 | \$383.12 | 5% | \$19.16 | 5% \$20.11 | \$422.39 |
| | | | | waste fee | \$18 each | \$18 | | | | | | | | |
| | | | | L1 LOVERS 12"x 30" x 6" | \$90.72/each | | | | | | | | | |
| | | | Louvres Powder Coating (Andrews Powder Coating) | L2 LOVERS 12"x 30" x 6" | \$90.72/each | 388.8 | \$412.13 | 15% | \$61.82 | \$473.95 | 5% | \$23.70 | 5% \$24.88 | \$522.53 |
| | | | | L3 LOVERS 36" x 36" x 6" | \$207.36/each | | | | | | | +··· | | |
| | | | | waste fee | \$23.33/each | 23.33 | 3 | | | | | | | |
| | | | | LHO - Panel, upper door, dutch #2, armored resistant 35.375" x 35.125" x 1.75" | 1 \$245.25 | | | | | | | | | |
| | | | | LHO - panel, lower door, dutch #2, armored resistant 35.375 x 35.123 x 1.75 LHO - panel, lower door, dutch #2, armored resistant 35.375" x 48" x 1.75" | 1 \$270.45 | \$740.70 | | | | | | | | |
| | | | | LHO - frame, dutch door #2 armored resistant 36" x 84" 5.75" | 1 \$225 | | | | | | | | | |
| ADW | WMP | material | | | 1 <u>1</u> | | | | | | | | | |
| | | | | custom order / non stock powder. Closest to GMT WMP de6110 warm hearth. | | 4405.00 | | | | | | | | |
| | | | | Client chose to have exact mathch made. Custom ordered powered billed under | 1 \$195 | \$195.00 | | | | | | | | |
| | | | Entry Door Powder Coating | separate invoice. | | | \$2,987.69 | 15% | \$448.15 | \$3,735.24 | 5% | \$186.76 | 5% \$196.10 | \$4,118.10 |
| | | | | waste fee | 1 \$70.09 | \$70.09 | | | | | | | | |
| | | | | second stage add for rust resistant Zinc Epoxy base coating PPG PCM70101 (labor | 1 \$389.40 | \$389.40 | | | | | | | | |
| | | | | only) | | | | | | | | | | |
| | | | | pick up / delivery by Andrews Powder Coating Truck | | \$93 | | | | | | | | |
| | | | | moving pad (left at job site to protect flush door | | | | | | | | | | |
| | | | | custom order / non stock powder. USFS warm hearth (exterior). Match to Dunn Edwards de6110 | 50 \$30.00 | \$1,500 | | | | | | | | |
| | | | | 8' CL Fence, Posts, Barbed Wire, hardware | 170 LF \$10.25/LF | 1742.5 | | | | | | | | |
| | | | Natina | Double Gate 12'x8' | 1 \$750/EA | 750 | | 15% | \$501.45 | \$3,844.45 | 5% | \$192.22 | 5% \$201.83 | \$4,238.51 |
| | | material | | 30' ICE Beidge, Posts, Trapeze, hardware | 1 \$850/EA | 850 | | | | | | | | |
| | | | Shipping | | | | | | | \$701.25 | 5% | \$35.06 | 5% \$36.82 | \$773.13 |
| | | | Ice Bridge and Fence Material | | | | | | | | | | _ | |
| | | labor | Delivery to site from Natina | | 12 hours \$80.93/hour | 971.16 | | | | \$971.16 | 5% | \$48.56 | 5% \$50.99 | \$1,070.70 |
| | | labol | Derivery to site if on Natina | vent, hooded 26"x26"x22" | \$165.15/each | | , | | | \$571.10 | 578 | 940.JU | 578 550.55 | \$1,070.70 |
| | | | Vent Hood Powder Coating (Andrews Powder Coating) | color set-up (minimum) | \$150/each | 315.15 | \$333.15 | 15% | | \$403.94 | 5% | \$20.20 | 5% \$21.21 | \$445.34 |
| | | | | waste fee | \$18 each | 18 | 3 | | | | | | | |
| | | | | L1 LOVERS 12"x 30" x 6" | \$90.72/each | | | | | | | | | |
| | | | Louvres Powder Coating (Andrews Powder Coating) | L2 LOVERS 12"x 30" x 6" | \$90.72/each | 388.8 | \$412.13 | 15% | | \$507.88 | 5% | \$25.39 | 5% \$26.66 | \$559.94 |
| | | | Louves rowaer counting (Andrews rowaer counting) | L3 LOVERS 36" x 36" x 6" | \$207.36/each | | | 10/0 | | \$507.00 | 5/0 | φ 1 5.55 | 575 \$20.00 | ¢555.51 |
| | | | | waste fee | \$23.33 /each | 23.33 | 3 | | | | | | | |
| | | material | | door, armored resistant 35.375" x 83.125" x 1.75" | 1 \$435.00 | \$660.00 | | | | | | | | |
| ADW | WTR | | | frame, armored resistant 36" x 84" x 1.75" | 1 \$225.00 | | | | | | | | | |
| | | | | waste fee | 1 \$70.09 | \$70.09 | | | | | | | | |
| | | | Entry Door Powder Coating | second stage add for rust resistant Zinc Epoxy base coating PPG PCM70101 (labor only) | 1 \$389.40 | \$389.40 | \$2,711.99 | 15% | \$406.80 | \$3,390.61 | 5% | \$169.53 | 5% \$178.01 | \$3,738.15 |
| | | | Line, bool toward couning | pick up / delivery by Andrews Powder Coating Truck | | | | 1370 | 9400.00 | \$3,390.01 | 578 | \$105.JJ | 570 9170.01 | \$5,738.13 |
| | | | | moving pad (left at job site to protect flush door | | \$93 | | | | | | | | |
| | | | | custom order / non stock powder. USFS s'more (exterior). Match to Dunn Edwards | F0 436.55 | éa = 00 | | | | | | | | |
| | | | | de6110 | 50 \$30.00 | \$1,500 | | | | | | | | |
| | | | | 8' CL Fence, Posts, Barbed Wire, hardware | 265 LF \$10.25/LF | 2716.25 | | | | | | | | |
| | | material | Natina | Double Gate 12'x8' | 1 \$750/EA | 750 | | 15% | \$647.40 | \$4,963.40 | 5% | \$248.17 | 5% \$260.58 | \$5,472.15 |
| | | material | | 30' ICE Beidge, Posts, Trapeze, hardware | 1 \$850/EA | 850 | | | | | | | | |
| | | | Shipping | | | | | | | \$905.00 | 5% | \$45.25 | 5% \$47.51 | \$997.76 |

| | | Shipping, CA, supplier to Casa Grande, Casa Grande to Site | | 2 \$1000/per Ld | \$2,000 | | | | \$2,000 | 5% | \$100.00 | 5% | \$105.00 | \$0.00 |
|----|--------|--|--|-----------------|---------|------------|-----|----------|------------|----|----------|----|----------|--------|
| | natina | Natina quote | 8' CL Fence, Posts, Top Rail, Barbed Arms,Stretcher Bars and Hardware 4'x8' Gate 10'X2' Ice Bridge, Posts, Trapeze, Hardware | | \$5,012 | \$5,012.00 | 15% | \$751.80 | \$6,014.40 | 5% | \$300.72 | 5% | \$315.76 | \$0.00 |
| NF | IPK7 | | 1 shelter door 1 sq post 4 x 4 x 1/4 od flat green P000-GN264 FS 34094 | | \$775 | | | | | | | | | |

ATTACHMENT A

| | | | | | Qty unit price | total | actual total cost < | subcontrac | tor markup | < Price to PNS | PNS markup | < MSI markup | < price to Authority |
|------------|---------|----------------|--|--|-------------------------------------|------------------|---------------------------------------|------------|------------|---------------------|--------------------------|---------------|------------------------|
| ND | JT 1\Z | | powder coating of additonal items like fans, and misc items | pick up from JPK2 in San Dimas and Deliver back to JPK2 in San Dimas | | | | | 4 | | | | |
| | | powder coating | (powder coating done by Mobile Welding) | 1 fireproof door and frame | | | \$2,225.00 | 15% | \$333.75 | \$2,670 | 5% \$133.50 | 5% \$140.18 | \$2,943.68 |
| | | | | 3 vent screen | | | | | | | | | |
| | | | | 1 45 degree vent screen 1 flat sheet with Aprx 2.5" diameter hols | | \$1,450 | | | | | | | |
| | | | | to be powder coated same color as the A/C unit cage | | <i>91,430</i> | , | | | | | | |
| | | | | flat US. Forst greenP000-GN264 | | | | | | | | | |
| | | | | FS 34094. OD green flat | | | | | | | | | |
| | | | Shipping site to powder coater, powder coater to site | | 4 hours \$109.25/hour | 43 | 7 \$437.00 | | | \$437 | 5% \$21.85 | 5% \$22.94 | \$481.79 |
| | | | Shipping, CA, supplier to Casa Grande, Casa Grande to Site | | 2 \$1000/per Ld. | \$2,00 | 0 \$2,000.00 | | | \$2,000 | 5% \$100.00 | 5% \$105.00 | \$2,205.00 |
| | | natina | | 8' CL Fence, Posts, Top Rail, Barbed Arms, Stretcher Bars and Hardware | | <i>\$2,00</i> | \$2,000.00 | | | \$2,000 | \$100.00 | 576 \$105.00 | \$2,205.00 |
| | | | Natina guote | 4'x8' Gate, guard rail | | \$8,98 | 4 \$8,984.00 | 15% | \$1,347.60 | \$10,780.80 | 5% \$539.04 | 5% \$565.99 | \$11,885.83 |
| NB | MDI | | | 10'X2' Ice Bridge, Posts, Trapeze, Hardware | | \$8,56 | 4 00,004.00 | 1570 | Ş1,547.00 | \$10,700.00 | \$555.04 | 570 \$505.55 | \$11,005.05 |
| | | | | Gen enclosure, grip strut and beams | | | | | | | | | |
| | | powder coating | powder coating of additonal items like fans, and misc items Shipping site to powder coater, powder coater to site | | 4 hours \$109.25 / hours | 43 | \$1,410.00 7 \$437.00 | 15% | | \$1,692.00 \$437 | 5% \$84.60 5% \$21.85 | | \$1,865.43 \$481.79 |
| | | | Shipping site to powder coater, powder coater to site | | 4 110015 \$109.25 / 110015 | 43 | 7 \$437.00 | | | \$437 | 570 \$21.85 | 5% \$22.94 | \$481.79 |
| | | | Shipping, CA, supplier to Casa Grande, Casa Grande to Site | | 2 \$1000/per Ld. | \$2,00 | 0 \$2,000.00 | | | \$2,000 | 5% \$100.00 | 5% \$105.00 | \$0.00 |
| | | | | 8' CL Fence, Posts, Top Rail, Barbed Arms, Stretcher Bars and Hardware | | | | | | | | | |
| | MML | natina | Natina quote | 4'x8' Gate | | \$8,34 | 7 \$8,347.00 | 15% | \$1,252.05 | \$9,599.00 | 5% \$479.95 | 5% \$503.95 | \$0.00 |
| NB | IVIIVIL | | | 10'X2' Ice Bridge, Posts, Trapeze, Hardware Gen enclosure, grip strut and beams | | | | | | | | | |
| | | | powder coating of additonal items like fans, and misc items | Gen enclosure, grip strut and beams | | | \$1,410.00 | 15% | | \$1,692.00 | 5% \$84.60 | 5% \$88.83 | \$1,865.43 |
| | | powder coating | Shipping site to powder coater, powder coater to site | | 4 hours \$109.25/hour | 43 | | | | \$437 | 5% \$21.85 | | \$481.79 |
| 1 | | | | | | | | | | | | | |
| | _ | | | | 222.5 | 0053 | - | | | | | | |
| | | Natina | NATINA SUB-CONTRACTOR | Double Gate 12'x8' | 230 LF \$10.25 / LF 1 \$750 / EA | 2357. 75 | | 11.50% | \$455.17 | \$4.413 | 5% \$220.65 | 5% \$231.68 | \$0.00 |
| | LPC | Nacina | Dip all fencing and ice bridge materials | 30' Ice Bridge, Posts, Trapeze, Hardware | 1 \$750 / EA | 85 | | 11.50% | Ş4JJ.17 | Ş4,415 | \$70 \$220.05 | 576 9251.00 | Ş0.00 |
| | | delivery | DELIVERY OF MATERIALS TO NATINA | Driver 14hrs + truck/trailer + Fuel + Perdiem + hotel | 14 hours | | | | | \$1,148.09 | 5% \$57.40 | 5% \$60.27 | \$0.00 |
| | | labor | 40 hours (by metrocell) | | 40 hours 74.4935 | | | | | \$2,979.74 | 5% \$148.99 | | \$3,285.16 |
| metrocell | | | 7' CL Fence - See Attached Itemization | 400 LF 7' Fence | 400 LF \$12.85 | 514 | | | | | | | |
| | | Natina | 10' Ice Bridge, 18' Posts, Trapeze, Hardware | 15 EA 4" x 14' Terminal Posts | 4 \$425 / EA | 170 | | | | | | | |
| | MTL2 | | estimated return shipping | (1) powder coat metal door | \$1,600 | 160 | \$12,420.00 | 15.00% | \$2,254.00 | \$14,674 | 5% \$733.70 | 5% \$770.39 | \$16,178.09 |
| | | powder coating | APMD Powder Coating | (2) powder coat gate | | 398 | 0 | | | | | | |
| | | ponder couting | (all material will be sand blasted before powder coat is applied) | (3) powder coat mis. sheet metal | | 550 | J J J J J J J J J J J J J J J J J J J | | | | | | |
| | | | | | | | | | | | | | |
| | | | | 8' CL Fence, includes: | 450 LF | | | | | | _ | _ | |
| | | | | 3-1/2"x12' Posts | 75 EA | | | | | | | | |
| | | | Handurana ka inaludar mask anna kanalan handa unit an de Mere Konster. | Top Rail, | 450 LF | | | | | | | | |
| | | | Hardware to include: post caps, tension bands, rail ends, ties, tension clips, etc. | Tension Wire, | 900 LF \$16.85 | \$7,582.5 | 0 | | | | | | |
| | | | cips, etc. | Barbed Wire, | 1350 LF | | | | | | | | |
| | | | | Barbed Arms, | 75 EA | | | | | | | | |
| | | | | Stretcher Bars | 75 EA | ća 47 | - | | | | | | |
| | | Natina | | 8'x12' Double Swing Gates, including posts 25' Ice Bridge, Posts, Trapeze, Hardware | 3 EA \$725 / EA 1 EA \$925 / EA | \$2,17 \$92 | | 15% | \$3,036.68 | \$24,293.40 | 5% \$1,214.67 | 5% \$1,275.40 | \$26,783.47 |
| mountain > | PMT | | | 4"x15' Sch 40 Posts (Solar Ray) | 20 EA \$85 / EA | \$1,70 | | 13/0 | \$3,030.08 | Ç2 ()250.40 | Q1,214.07 | 2,0 01,2,0,40 | φ20,700.47 |
| | | | | Grip Strap Grating | | <i>41,70</i> | | | | | | | |
| | | | | [14 EA] 20'x11-3/4"x3" | | | | | | | | | |
| | | | | [14 EA] 16'x11-3/4"x3" | 504 LF \$5.5 / LF | \$2,77 | | | | | | | |
| | | | | 4'x8'x2" Steel Door & Separate 4"x4" HSS Frame | 1 EA \$475 EA | \$47 | 5 | | | | | | |
| | | | | W12x30xL14' Beams, | 7 54 6420 / 54 | 63.04 | 0 | | | | | | |
| | | | Estimated Return Shipping | includes 2 EA 8"x12"x1- 1/14" Base Plates per Beam | 7 EA \$420 / EA | \$2,94 \$1,67 | | | | | | | |
| | | Powder Coating | Powder Coat Vents - Door | | | ,07,±Ç | \$4,000.00 | 15% | \$4,800.00 | \$4,800 | 5% \$240.00 | 5% \$252.00 | \$5,292.00 |
| | | | Transport of material to Natina | | | | \$1,750.00 | | . , | \$1,750 | 5% \$87.50 | | \$1,929.38 |
| | | | | | | | | | | | | | |

\$168,927.62

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 84 - Unilateral Amendment No. 19

| EXHIBIT C.1 - LMR SYST | | | | | S | | |
|--|----|--------------------------|--|-------------|-----|---------------------------|--|
| Summary | 1 | Unilateral Option Sum | Contract Sum - Full Payable Amount | | | 10% Holdback Amount | Payment Ainus 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 | | | \$ | 3,277,935 | \$ | 327,794 | \$ 2,950,142 |
| LMR Unilateral Amendments | | | \$ | 1,266,540 | \$ | 126,654 | \$ 1,139,886 |
| 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 | \$ | 175,883,631 | \$ | 21,819,244 | \$ 284,617,343 |
| TOTAL CONTRACT SUM: | | | | \$175,8 | 83, | ,631 | |
| LMR Discounts ^(Note 2) | | | | -\$16,6 | 34, | 955 | |
| MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum): | | | | \$289,8 | 01 | ,632 | |

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.1 (Page 1 of 1)

AGENDA ITEM K - ENCLOSURE 2

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 84 - Unilateral Amendment No. 19 SCHEDULE OF PAYMENTS **EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

| Site ID | Previous RFQ No. or MSI Change Order No. | Unilateral COR No. | Amendment/ Unilateral Amendment No. | Description | Exhibit C.14 Unit Pricing/Section No. (Where Applicable) | Contract Sum Payable Amoun | | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---------|--|----------------------------|--|----------------------------------|--|-------------------------------|---------|------------------------|---|
| | | | | Amendment No. 60 - U | nilateral Amendment No. 1 | | | | |
| DPK | LMR-COR 7047 | DPK COR 002 Unilateral | | Utility Power Work | Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g | \$ | 10,676 | \$ 1,068 | \$ 9,608 |
| FRP | LMR-COR 7039 | FRP COR 001 Unilateral | Amendment No. 60/ Unilateral Amendment No. 1 | Utility Power Work | Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.g | \$ | 10,676 | \$ 1,068 | \$ 9,608 |
| MIR | RFQ LMR-0046 | MIR COR 007 Unilateral | Amendment No. 60/ Unilateral Amendment No. 1 | Existing Tower Removal | Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular, Section 3.9.c, Section 1.3.5.B, and Section 1.2.a | \$ | 10,136 | \$ 1,014 | \$ 9,122 |
| MTL2 | LMR-COR 7040 | MTL2 COR 006 Unilateral | Amendment No. 60/ Unilateral Amendment No. 1 | Utility Power Work | Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unscored Options), in particular Section 2.7.1.f | \$ | 8,378 | | |
| | | | | | nt No. 60 - Unilateral Amendment No. 1 Subtotal | \$ | 39,866 | \$ 3,987 | \$ 35,879 |
| | | | | Amendment No. 61 - U | nilateral Amendment No. 2 | | | | |
| RPVT | LMR-COR 7042/ LMR-COR 7048 | RPVT COR 004 Unilateral | Amendment No. 61/ Unilateral Amendment No. 2 | Concrete Debris Removal | Attachment B to Amendment No. 61/ Unilateral Amendment No. 2 | \$ | 257,862 | \$ 25,786 | \$ 232,076 |
| | | | | | nt No. 61 - Unilateral Amendment No. 2 Subtotal | \$ | 257,862 | \$ 25,786 | \$ 232,076 |
| ESR | LMR-COR 7056 | ESR COR 005 Unilateral | Amendment No. 62/ Unilateral Amendment No. 3 | | nilateral Amendment No. 3 Amendment No. 62/ Unilateral Amendment No. 3 | \$ | 14,205 | \$ 1,421 | \$ 12,785 |
| | | | | | Amendment No. 62 - Unilateral Amendment No. 3 | \$ | 14,205 | \$ 1,421 | \$ 12,785 |
| | | | | Amendment No. 65 - U | nilateral Amendment No. 4 | | | | |
| SPH | LMR-COR 7053 | SPH COR 006 Unilateral | | Reconcilation of Phase 2 Work | Attachment B to Amendment No. 65/ Unilateral Amendment No. 4 (\$1,190,563 Contemplated in C.3 - Phase 2, incremental increase of \$945,937 as \$244,626 was already contemplated in the Agreement) | \$ | - | \$- | \$- |
| | | | | | Amendment No. 65 - Unilateral Amendment No. 4 | \$ | - | \$ - | \$ - |
| | | | | Amendment No. 66 - U | nilateral Amendment No. 5 | | | | |

AGENDA ITEM K - ENCLOSURE 2

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 84 - Unilateral Amendment No. 19 SCHEDULE OF PAYMENTS **EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

| Site ID | Previous RFQ No. or MSI Change Order No. | Unilateral COR No. | Amendment/ Unilateral Amendment No. | Description | Exhibit C.14 Unit Pricing/Section No. (Where Applicable) | Contract Sum - Payable Amount | | | | | | | | | | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---------|--|---------------------------|---|-------------------------|--|----------------------------------|---------|-----------|-----------|--|--|--|--|--|--|------------------------|---|
| | | | | | Exhibit C.14 (Contractors Response to Appendix I | | | | | | | | | | | | |
| | | | | | (Pricing Requirements – Unscored Options), in particular Section 2.7.4.g | \$ | 76,587 | \$ 7.659 | \$ 68,928 | | | | | | | | |
| | | | Amendment No. 66/ | | Attachment B to Amendment No. 66/ | \$ | /0,38/ | \$ 7,039 | \$ 08,928 | | | | | | | | |
| MML | LMR-COR 7065 | MML COR 006 Unilateral | Unilateral Amendment No. 5 | Utility Power Work | Unilateral Amendment No. 5 | \$ | 27,757 | \$ 2,776 | \$ 24,981 | | | | | | | | |
| MINIL | LMR-COR /063 | Unilateral | INO. 3 | | Amendment No. 66 - Unilateral Amendment No. 5 | • | 104,344 | | \$ 93,910 | | | | | | | | |
| | | | | | | • | 104,544 | \$ 10,434 | \$ 95,910 | | | | | | | | |
| | | | | Amenament No. 67 - U | nilateral Amendment No. 6 | | | | 1 | | | | | | | | |
| | | BJM COR 002 | Amendment No. 67/ Unilateral Amendment | | Amendment No. 67/ | | | | | | | | | | | | |
| BJM | LMR-COR 7031 | Unilateral | | Pock Coring for Coisson | Unilateral Amendment No. 6 | ¢ | (0.220 | ¢ (022 | ¢ 54.100 | | | | | | | | |
| DJM | LMR-COK 7031 | Ullilateral | 110.0 | - | | \$ | 60,220 | | | | | | | | | | |
| | | | | | Amendment No. 67 - Unilateral Amendment No. 6 | \$ | 60,220 | \$ 6,022 | \$ 54,198 | | | | | | | | |
| | | | | Amendment No. 68 - U | nilateral Amendment No. 7 | | | | 1 | | | | | | | | |
| | | CDU COD AAA | Amendment No. 68/ | | | | | | | | | | | | | | |
| CDV | | CPK COR 009 | Unilateral Amendment | | Amendment No. 68/ | <u>^</u> | | • • • | | | | | | | | | |
| СРК | LMR-COR 7026 | Unilateral | No. 7 | - | Unilateral Amendment No. 7 | \$ | 78,061 | \$ 7,806 | | | | | | | | | |
| | | | | | Amendment No. 68 - Unilateral Amendment No. 7 | \$ | 78,061 | \$ 7,806 | \$ 70,255 | | | | | | | | |
| | | | | Amendment No. 69 - U | nilateral Amendment No. 8 | | | | | | | | | | | | |
| | | | Amendment No. 69/ | | | | | | | | | | | | | | |
| | | DPK COR 001 | Unilateral Amendment | | Amendment No. 69/ | | | | | | | | | | | | |
| DPK | LMR-COR 7032 | Unilateral | No. 8 | 6 | Unilateral Amendment No. 8 | \$ | 66,682 | | . , | | | | | | | | |
| | | | | | Amendment No. 69 - Unilateral Amendment No. 8 | \$ | 66,682 | \$ 6,668 | \$ 60,014 | | | | | | | | |
| | | | | Amendment No. 70 - U | Inilateral Amendment No. 9 | | | | | | | | | | | | |
| | | | Amendment No. 70/ | | | | | | | | | | | | | | |
| | | GRM COR 003 | Unilateral Amendment | | Amendment No. 70/ | | | | | | | | | | | | |
| GRM | LMR-COR 7030 | Unilateral | No. 9 | Rock Coring for Caisson | Unilateral Amendment No. 9 | \$ | 31,320 | \$ 3,132 | \$ 28,188 | | | | | | | | |
| | | | | I | Amendment No. 70 - Unilateral Amendment No. 9 | \$ | 31,320 | \$ 3,132 | \$ 28,188 | | | | | | | | |
| | | | | Amendment No. 71 - U | nilateral Amendment No. 10 | | | | | | | | | | | | |
| | | | Amendment No. 71/ | | | | | | | | | | | | | | |
| | | LACF072 COR | Unilateral Amendment | | Amendment No. 71/ | | | | | | | | | | | | |
| LACF072 | LMR-COR 7034 | 003 Unilateral | No. 10 | Rock Coring for Caisson | Unilateral Amendment No. 10 | \$ | 3,367 | \$ 337 | \$ 3,030 | | | | | | | | |
| | | | | A | mendment No. 71 - Unilateral Amendment No. 10 | \$ | 3,367 | \$ 337 | \$ 3,030 | | | | | | | | |
| | | | | Amendment No. 72 - U | nilateral Amendment No. 11 | | | | | | | | | | | | |

LA-RICS LMR Agreement

LA-RICS LMR Agreement

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 84 - Unilateral Amendment No. 19 SCHEDULE OF PAYMENTS **EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

| Site ID | Previous RFQ No. or MSI Change Order No. | Unilateral COR No. | Amendment/ Unilateral Amendment No. | Description | Exhibit C.14 Unit Pricing/Section No. (Where Applicable) Contract Sum - Payable Amount | | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount | |
|-----------|--|---------------------------|---|-------------------------|--|--------------|------------------------|---|------------|
| | | | Amendment No. 72/ | | | | | | |
| | | RPVT COR 003 | Unilateral Amendment | | Amendment No. 72/ | | | | |
| RPVT | LMR-COR 7029 | Unilateral | No. 11 | Rock Coring for Caisson | Unilateral Amendment No. 11 | | 044 | | \$ 7,240 |
| | | | | | mendment No. 72 - Unilateral Amendment No. 11 | \$ 8, | 044 | \$ 804 | \$ 7,240 |
| | | | | Amendment No. 73 - U | nilateral Amendment No. 12 | | | | |
| | | CDU COD 005 | Amendment No. 73/ | | | | | | |
| SPH | LMR-COR 7035 | SPH COR 005 Unilateral | Unilateral Amendment No. 12 | Rock Coring for Caisson | Amendment No. 73/ Unilateral Amendment No. 12 | • 7 | - | | ¢ (005 |
| SPH | LMR-COR /035 | Unilateral | NO. 12 | = | | , | 761 | | |
| | | | | | mendment No. 73 - Unilateral Amendment No. 12 | \$ 7, | 761 | \$ 776 | \$ 6,985 |
| | | | | Amendment No. 74 - U | nilateral Amendment No. 13 | | | | |
| | | TWR COR 001 | Amendment No. 74/ Unilateral Amendment | | Amendment No. 74/ | | | | |
| TWR | LMR-COR 7033 | Unilateral | | Rock Coring for Caisson | Unilateral Amendment No. 13 | ¢ 54 | 558 | \$ 5,456 | ¢ 40.102 |
| IWK | LIMIK-COK 7033 | Ullilateral | 110.13 | | | , | 558 558 | | |
| | | | | | mendment No. 74 - Unilateral Amendment No. 13 | ð 54, | 338 | 5 5,450 | \$ 49,102 |
| | | | American the set No. 75/ | Amendment No. 75 - Ul | nilateral Amendment No. 14 | | | | |
| | | RPVT COR 006 | Amendment No. 75/ Unilateral Amendment | | Attachment B to Amendment No. 75/ | | | | |
| RPVT | LMR-COR 7068 | Unilateral | | Utility Power Work | Unilateral Amendment No. 14 | \$ 286. | 577 | \$ 28,658 | \$ 257,919 |
| | | 0 | 1.07.11 | 5 | mendment No. 75 - Unilateral Amendment No. 14 | +) | | \$ 28,658 | \$ 257,919 |
| | | | | | nilateral Amendment No. 15 | \$ 200, | 511 | \$ 20,000 | \$ 257,917 |
| | | | Amendment No. 76/ | Amenument No. 70 - 01 | infater af Amendment No. 15 | | | | |
| | | Relay COR 001R2 | Unilateral Amendment | | Attachment A to Amendment No. 76/ | | | | |
| TOP Relay | LMR-COR 7069 | Unilateral | | Zoning Application | Unilateral Amendment No. 15 | \$ 24 | 740 | \$ 2,474 | \$ 22,266 |
| | | | | | nendment No. 76 - Unilateral Amendment No. 15 | | 740 | \$ 2,474 | |
| | | | | | nilateral Amendment No. 16 | φ 24, | 740 | 5 2,474 | \$ 22,200 |
| | | | Amendment No. 78/ | Amendment 100. 70 - Ol | Exhibit C.14 (Contractors Response to Appendix I | | | | |
| | | BUR1 COR 003 | Unilateral Amendment | | (Pricing Requirements Unscored Options), in- | | | | |
| BUR | LMR-COR 7046 | Unilateral | | Utility Power Work | particular Section 2.7.1.e | \$ | - | s - | \$ - |
| | 1 | | | | mendment No. 78 - Unilateral Amendment No. 16 | • | - | \$ - \$ - | \$ - |
| | | | | | nilateral Amendment No. 17 | Ψ | - | Ψ | φ |
| | | | Amendment No. 79/ | U | Exhibit C.14 (Contractors Response to Appendix I | | | | |
| | | SPH COR 007 | Unilateral Amendment | | (Pricing Requirements – Unscored Options), in | | | | |
| SPH | LMR-COR 7073 | Unilateral | | Utility Power Work | particular Section 2.7.4.g | \$ 41. | 045 | \$ 4,105 | \$ 36,941 |
| | I | | | | mendment No. 79 - Unilateral Amendment No. 17 | . , | 045 | | |

Exhibit C.21 (Page 3 of 4)

AGENDA ITEM K - ENCLOSURE 2

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 84 - Unilateral Amendment No. 19 SCHEDULE OF PAYMENTS **EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS**

| Site ID | Previous RFQ No. or MSI Change Order No. | Unilateral COR No. | Amendment/ Unilateral Amendment No. | Description | Exhibit C.14 Unit Pricing/Section No. (Where Applicable) | Contract Sum - Payable Amount | | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount | | | |
|---------|--|-----------------------|--|-------------------------|---|----------------------------------|--------|------------------------|---|--|--|--|
| | Amendment No. 80 - Unilateral Amendment No. 18 | | | | | | | | | | | |
| | | | Amendment No. 80/ | | | | | | | | | |
| | | BUR1 COR 004 | Unilateral Amendment | | Amendment No. 80/ | | | | | | | |
| BUR1 | LMR-COR 7054 | Unilateral | No. 18 | Rock Coring for Caisson | Unilateral Amendment No. 18 | \$ | 18,960 | \$ 1,896 | \$ 17,064 | | | |
| | Amendment No. 80 - Unilateral Amendment No. 18 | | | | | | 18,960 | \$ 1,896 | \$ 17,064 | | | |
| | Amendment No. 84 - Unilateral Amendment No. 19 | | | | | | | | | | | |
| | | | Amendment No. 84/ | USFS Sites Field | | | | | | | | |
| | | LMR COR 041R1 | Unilateral Amendment | Implementation of | Attachment A to Amendment No. 84/ | | | | | | | |
| VARIOUS | LMR-COR-7074 | Unilateral | No. 19 | VIAMM | Unilateral Amendment No. 19 | \$ 1 | 68,928 | \$ 16,893 | \$ 152,035 | | | |
| | Amendment No. 84 - Unilateral Amendment No. 19 | | | | | | | \$ 16,893 | \$ 152,035 | | | |
| | TOTAL FOR ALL LMR UNILATERAL AMENDMENT | | | | | | | \$ 126,654 | \$ 1,139,886 | | | |

SCHEDULE OF PAYMENTS EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

| TOTAL HOLDBACK AS OF AMENDMENT NO. 82 | HOLDBACK | | | |
|---|------------|--|--|--|
| Phases 1 to 4 Holdback | 13,679,352 | | | |
| LMR Change Order Modifications Holdback | 327,794 | | | |
| LMR Unilateral Amendments Holdback | 126,654 | | | |
| MPLS Mobile Backhaul Holdback | 220,000 | | | |
| Subsystem Hold Back Total | 14,353,800 | | | |

| Subsystem | Date of Completion | Percentage | Payment of Subsystem Phase 4 Completion Acceptance | Subsystem Acceptance Testing | Release of Holdback at each Subsystem Acceptance | Release of \$1.5M of Holdback at Final Acceptance | Release of 5% of Holdback One Year After System Acceptance | Total |
|--|--------------------|------------|--|------------------------------------|--|---|---|--------------|
| NMDN (Phase 1) | 7/19/2022 | 10% | \$921,735 | \$256,323 | \$556,026 | \$149,481 | \$705,508 | \$2,589,072 |
| DTVRS | 3/10/2023 | 55% | \$5,069,545 | \$1,409,776 | \$3,108,296 | \$826,817 | \$3,935,113 | \$14,349,546 |
| LARTCS | 7/28/2023 | 10% | \$921,735 | \$256,323 | \$556,026 | \$149,481 | \$705,508 | \$2,589,072 |
| ACVRS | 8/3/2023 | 20% | \$1,843,471 | \$512,646 | \$1,123,197 | \$300,000 | \$1,423,197 | \$5,202,512 |
| NMDN (Phase 2) Completion final System Documentation | 9/26/2023 | 5% | \$460,868 | \$128,161 | \$272,442 | \$74,221 | \$346,662 | \$1,282,355 |
| Functional Test Acceptance | | | | \$380,828 | \$21,157 | | \$21,157 | \$423,142 |
| Special Operational Test Acceptance | | | | \$412,563 | \$22,920 | | \$22,920 | \$458,403 |
| Stress Test Acceptance | | | | \$9,000 | \$500 | | \$500 | \$10,000 |
| Voice Aerial Coverage Test Acceptance | | | | \$95,207 | \$5,289 | | \$5,289 | \$105,785 |
| Voice Waterway Coverage Test Acceptance | | | | \$56,025 | \$3,113 | | \$3,113 | \$62,251 |
| Voice Subscriber Access Test Acceptance | | | | \$95,207 | \$5,289 | | \$5,289 | \$105,785 |
| NMDN CAD Baseline System Test Acceptance | | | | \$47,603 | \$2,645 | | \$2,645 | \$52,893 |
| FinalSystem Acceptance | | 100% | \$9,217,354 | \$3,659,662 | \$5,676,900 | \$1,500,000 | \$7,176,900 | \$27,230,816 |



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

November 4, 2021

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

Dear Directors:

2022 SCHEDULE OF LA-RICS BOARD MEETINGS

SUBJECT

Board approval is requested for the 2022 Schedule of LA-RICS Board Regular Meetings. Due to COVID-19, the meetings will be held via Microsoft Teams meeting until further notice, unless the requirements of state law pursuant to AB 361 can no longer be met. In that AB 361 requires the Board make specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter, Board meetings have been scheduled to be within those 30 days and no longer fall on the first Thursday of every month.

RECOMMENDED ACTIONS

It is recommended that your Board:

- 1. Approve the following dates for the calendar year 2022 Board Regular Meeting Schedule:
 - January 6
 - February 3
 - March 3
 - March 31
 - April 28
 - May 26
 - June 23
 - July 21

AGENDA ITEM L

LA-RICS Board of Directors November 4, 2021 Page 2

- August 18
- September 15
- October 13
- November 10
- December 8

All Regular Meetings will be held at 9:00 a.m. Pacific Time via Microsoft Teams until further notice, unless the requirements of state law pursuant to AB 361 can no longer be met.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2022.

Respectfully submitted,

SCOTT EDSON EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority

AGENDA ITEM L