

# AGENDA

#### LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

## **BOARD OF DIRECTORS MEETING**

Thursday, May 5, 2022 • 9:00 a.m.

#### Microsoft Teams Meeting\* Link: Click here to join the meeting

#### Call-in Number for Board Members and Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

**Telephone Number:** (323) 886-6924 **Conference ID:** 158 718 064#

#### AGENDA POSTED: April 29, 2022

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 Chief Executive Office	1.	John Geiger County of Los Angeles Chief Executive Office			
2.	Daryl Osby (Vice-Chair), Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas, Deputy Fire Chief County of Los Angeles Fire Department			
3.	Alex Villanueva (Chair), Sheriff County of Los Angeles Sheriff's Department	3.	Brian Yanagi, Acting Chief County of Los Angeles Sheriff's Department			
4.	<b>Richard Tadeo,</b> Director, EMS Agency County of Los Angeles Department of Health Services	4.	Vacant, EMS Agency County of Los Angeles Department of Health Services			
5.	Phil Ambrose, Battalion Chief Los Angeles Area Fire Chiefs Association	5.	Vacant Seat Los Angeles Area Fire Chiefs Association			
6.	Brian Solinsky, Police Chief Los Angeles County Police Chief's Association	6.	Tom Jacobs, Lieutenant Los Angeles County Police Chief's Association			
7.	Mark R. Alexander, City Manager California Contract Cities Association	7.	Marcel Rodarte, Executive Director California Contract Cities Association			
8.	David Povero, Police Chief City of Covina Police Department	8.	<b>Ric Walczak,</b> Captain City of Covina Police Department			
9.	Mark Fronterotta, Police Chief City of Inglewood Police Department	9.	Ed Ridens, Deputy Chief City of Inglewood Police Department			
10.	Brian Leyn, Captain City of Signal Hill Police Department	10.	Vacant Seat City of Signal Hill Police Department			

OFFICERS
Scott Edson, LA-RICS Executive Director
Arlene Barrera, County of Los Angeles, Auditor-Controller
Keith Knox, County of Los Angeles, Treasurer and Tax Collector
Susy Orellana-Curtiss, LA-RICS Administrative Chief
Beatriz Cojulun, LA-RICS Board Secretary



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

- I. CALL TO ORDER
- II. ANNOUNCE QUORUM ROLL CALL

#### III. APPROVAL OF MINUTES – (A)

A. April 7,2022 – Regular Meeting Minutes

Agenda Item A

#### IV. PUBLIC COMMENTS

#### V. CONSENT CALENDAR – (B)

#### B. 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.

Agenda Item B

#### VI. REPORTS – (C - F)

C. Director's Report – Scott Edson

Agenda Item C

D. Project Manager's Report – Tanya Roth

Agenda Item D

- E. Joint Operations and Technical Committee Chair's Report No Report
- F. Finance Committee Chair's Report No Report



## VII. DISCUSSION ITEMS – (G – K)

G. PSBN Round 2 Implementation and Construction Update – Justin Delfino

Agenda Item G

H. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item H

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

Agenda Item I

J. Outreach Update – Robert Weber

Agenda Item J

K. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network – Susy Orellana-Curtiss

Agenda Item K

#### VIII. ADMINISTRATIVE MATTERS (L)

L. APPROVE AMENDMENT NO. 91 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

It is recommended that your Board:

- 1. Make the following findings:
  - a. Find that the approval of Amendment No. 91 to contemplate a change order modification at seven (7) sites: Baldwin Hills County (BHS), Cerro Negro (CRN), Dakin Peak (DPK), Los Angeles County Fire Command (FCCF), Mira Loma Facility (MLM), Puente Hills (PHN), and Rolling Hills Transmit (RHT), related to replacement of equipment for the Los Angeles Regional Tactical Communications Subsystem (LARTCS) and/or Analog Conventional Voice Radio Subsystem (ACVRS) subsystems, is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.



- b. Find that (a) approval of Amendment No. 91 to contemplate certain change order Modifications at the Signal Hill (SGH) site, related to interference investigation, is 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 this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
- c. Find that (a) approval of Amendment No. 91 to contemplate certain change order modifications at the Oat Mountain Nike (ONK) site and the Criminal Court Building (CCT) site, related to interference investigation, is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014 and December 17, 2015, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
- 2. Approve Amendment No. 91 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
  - a. Incorporate one (1) cost neutral change order for equipment removal and replacement for the LARTCS and ACVRS subsystems at forty-six (46) sites.
  - b. Incorporate one (1) change order to reflect work related to an interference investigation at ONK, SGH, and CCT for a cost increase of \$14,806.
  - c. Reconcile the removal of one (1) change order for soil removal at the Rio Hondo (RIH) site for a cost decrease in the amount of \$41,676.
- 3. Authorize a decrease to the Maximum Contract Sum in an amount of \$26,870 from \$214,964,673 to \$214,937,803 when taking the cost increases and decreases into consideration.

Agenda Item L



## IX. MISCELLANEOUS – NONE

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

#### XI. CLOSED SESSION REPORT -

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

#### XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, June 2, 2022, at 9:00 a.m., via Microsoft Teams/ Teleconference Meeting.



#### BOARD MEETING INFORMATION

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) 881-8291 or (323) 881-8295.

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

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



# **BOARD OF DIRECTORS MEETING MINUTES**

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, April 7, 2022 · 9:00 a.m.

Conducted via Microsoft Teams Meeting

#### **BOARD MEMBERS PRESENT**

Richard Tadeo, Director, EMS Agency, County of Los Angeles Department of Health Services

Phil Ambrose, Battalion Chief, Los Angeles Area Fire Chiefs Association

Brian Solinsky, Police Chief, Los Angeles County Police Chief's Association

Mark Alexander, City Manager, California Contract Cities Association

David Povero, Police Chief, City of Covina Police Department

Mark Fronterotta, Police Chief, City of Inglewood Police Department

Brian Leyn, Captain, City of Signal Hill Police Department

#### ALTERNATES FOR BOARD MEMBERS PRESENT

John Geiger, County of Los Angeles Chief Executive Office

Eleni Pappas, Alternate Vice-Chair, Assistant Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Acting Chief, County of Los Angeles Sheriff's Department

#### **OFFICERS PRESENT**

Scott Edson, LA-RICS Executive Director

Susy Orellana-Curtiss, LA-RICS Administrative Deputy

Beatriz Cojulun, LA-RICS Board Secretary

# BOARD MEMBERS ABSENT / VACANT

None

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

#### I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the Regular Meeting of the Board to order at 9:01 a.m.

#### II. ANNOUNCE QUORUM – Roll Call

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

#### III. APPROVAL OF MINUTES (A-B)

- A. March 3, 2022 Regular Minutes
- **B.** March 24, 2022 Special Minutes

Alternate Board Chair Yanagi asked the Board if there were any questions or clarifications to the attached minutes for the Regular and Special Meetings. There were none, therefore, he asked for a motion to approve.

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

Ayes 10: Geiger, Pappas, Yanagi, Tadeo, Ambrose, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

#### **MOTION APPROVED.**

#### IV. PUBLIC COMMENTS – NONE

There was no public comment.

#### V. CONSENT CALENDAR – (C)

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

Alternate Board Chair Yanagi asked if there were any questions or comments from the Board for Consent Calendar Agenda Item C. There were no questions or comments, therefore, he asked for a motion to approve.





Board Member Richard Tadeo motioned first, seconded by Board Member Brain Solinsky.

Ayes 10: Geiger, Pappas, Yanagi, Tadeo, Ambrose, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

#### MOTION APPROVED.

#### VI. REPORTS (D-G)

**D.** Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and all those in attendance. Executive Director Edson said that all sites are either under construction or completed, with the exception of the MCI site for which permit submission went to the Department of Public Works (DPW) on March 26, 2022. Executive Director Edson said that DPW has been a fabulous partner and quickly turned around the submission. Executive Director Edson stated the Authority has received the Civil Plan Check comments and Brandow and Johnston (B&J) Architecture Engineering (A&E) are working on them now. Executive Director Edson went on to say the MCI Invitation for Bid (IFB) Mandatory Pre-bid Conference and Site Walk will be held this afternoon, therefore, the site is coming together rather quickly. Executive Director Edson said that Program Manager Tanya Roth would provide more information on this under discussion under agenda item J.

Executive Director Edson stated the team has made great progress obtaining power at the Catalina sites after having engaged high level management at Southern California Edison (SCE). Executive Director Edson said that power would likely be in place by the end of the month, and would greatly benefit the schedule. Executive Director Edson said the City of Los Angeles (City) Department of Water and Power (DWP), as has been reported to the Board, continues to slowly work towards permanent power at the Green Mountain (GRM) site, however the permanent power issue has been mitigated through creative work of the LA-RICS team along with the support of the Authority's partners at the County of Los Angeles (County) Internal Services Department (ISD). Executive Director Edson expressed the short-term solution includes a temporary generator and would allow all scheduled work to continue uninterrupted. However, Executive Director Edson stated that given the lack of progress and engagement on the DWP side and the urgency in achieving permanent power at the GRM site, Executive Director Edson escalated the issue to highest levels of management at DWP and would be reaching out to Council Members to help push this issue along. Executive Director Edson previously reached out to the City Mayor's Office for assistance, but they were unsuccessful in effecting progress with DWP. Executive Director Edson



stated he would keep the Board updated on this important matter with additional information to be presented in the Program Manager's Report, by Tanya Roth.

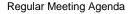
Executive Director Edson said the new Program Director Justin Delfino would provide an update on the PSBN Round 2 sites as they near conclusion under discussion Agenda Item H, and the Authority's Engineer Ted Pao would provide an update on Spectrum and Licensing under discussion Agenda Item I,. Executive Director Edson stated that as for Outreach, now that Lieutenant (Lt.) Sven Crongeyer has retired, the Authority's new Lt. Robert Weber, would provide an update on Outreach, under Discussion Item K.

Executive Director Edson moved on to Administrative Matters noting Helen Chu from BCA Watson Rice LLP, would present the Audit Report under Agenda Item L for year ending June 2021, which like all the reports before, would be favorable. Executive Director Edson said the Fiscal staff under Administrative Deputy Susy Orellana-Curtiss continued to perform at the highest levels with outstanding record keeping and documentation. Executive Director Edson they are truly an amazing team with little turn over, a true reflection of their leader Susy Orellana-Curtiss.

Executive Director Edson reminded the Board the program has pushed out nearly three (3) years due to the many reasons discussed with the Board. However, project management, contractor oversight, and contract management are still required. Executive Director Edson said the most cost effective way to continue forward is to retain those that have the most knowledge and at 2017 pricing that includes No Cost of Living increase. Executive Director Edson stated that before the Board was Amendment No. 31 to the Jacobs Project Management contract under Agenda Item M.

Executive Director Edson expressed that it is necessary to maintain Jacobs as the LMR Project Manager through completion of the system deployment. Executive Director Edson went on to say that with existing contract funding depleting by June 2022, Amendment No. 31 will serve as a bridge amendment through December 31, 2022, with the intention to return to the Board for a final amendment once necessary funding is secured.

Executive Director Edson shared that Jacobs Project Management Company was awarded the contract via DPW for LA-RICS for Project and Construction Management Services which include, but not limited to, many areas that remain to be completed such as construction, testing, deploying, commissioning, training, and warranty and maintenance, necessary for successful completion of the Land Mobile Radio (LMR) system. Executive Director Edson stated their responsibilities include contract management and administration, work acceptance and approvals, cost estimates, cost escalation, adherence to communication protocols, records management, budget and schedule adherence, and environmental best practices.



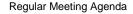


Executive Director Edson said that in addition, they provide support in coordination of interagency involvement through the System optimization and testing phase, as well as through subsystem acceptance, migration and cutover.

Executive Director Edson stated the Board approved Jacobs Amendment No. 25 in April 2017, which increased the budget to align with the Integrated Master Schedule (IMS) which, at that time, reflected Final LMR System Acceptance in December 2020. Executive Director Edson went on to say that through efficient contract and budget management, aggressive managing of staffing and contract resources, and adjustment made to these we were able to continue Jacobs contracted work under the 2017 augmented budget for an additional 16 months – funding which is now depleting. Executive Director Edson said the existing allocated contract budget will deplete Jun 2022, however, the current IMS version extends Final System Acceptance through October 2023, requiring an extension to the Jacobs contract through the LMR Warranty period. However, Executive Director Edson stated that given the existing budget shortfall to complete the LMR System, the Authority is requesting a "bridge" amendment to allow for Jacobs Project Management to continue work alongside Motorola Solutions, Inc. (MSI) and the LA-RICS team through December 2022. Executive Director Edson said the funding to pay for this amendment and corresponding work through December of 2022 is approved by the grantor and identified within the open and awarded Urban Area Security Initiative (UASI) grants spending plans. Executive Director Edson stated that in addition, the grantor has required the Authority to show Jacobs Program Manager's participation through System Acceptance and corresponding costs captured in the funding gap assessment, as they understand the critical role they play in completing the System. Executive Director Edson recommended the Board to approve Jacobs Amendment No. 31 with discussion allowable under Agenda Item M.

Executive Director Edson concluded by saying that as for the Authority's funding gap, the Authority continues pursuit of the \$18.6 million dollar funding shortfall and have met with Senator Kamlager, Assembly Member Jones-Sawyer, Senator Durazo, and Assembly Member Cristina Garcia's Budget Consultant. Executive Director Edson shared that all meetings went well and they indicated support for the Authority's funding request. Executive Director Edson stated the Authority continues to follow-up with them confirming a champion has sponsored the Authority's request. Executive Director Edson said that in the afternoon, the Authority would meet with the Governor's Office and State Budget Office again making the Authority's pitch for dedicated funding to fill our gap.

That concludes the Director's report. There was no further discussion.







E. Project Manager's Report – Tanya Roth

## LMR PROGRAM CONSTRUCTION OVERVIEW

Program Manager Tanya Roth greeted the Board and presented Agenda Item E.

#### March Successes:

Program Manager Roth expressed that March was a busy month for the Program Team, and started off by running through highlights of successes.

Program Manager Roth said that circling back to the March 3, 2022, JPA Board Meeting, two (2) of the Administrative Matters the Board approved have come to a close.

Program Manager Roth reminded the Board they had previously delegated authority to finalize an agreement for power at BKK Landfill (BKK) site and in the days following the Board Meeting, staff reached terms with the power provider and a fully executed agreement was reached on March 15, 2022. Program Manager Roth stated that in a separate action, the Board also delegated authority to terminate the Public Safety Broadband Network (PSBN) Round 1 Site Access Agreement (SAA) for the El Monte Police Department site.

Program Manager Roth said that on March 9, 2022, formal termination was issued to the City, which then allowed AT&T Corporation (AT&T) to proceed with their lease agreement with the City and ultimately fold the site into their National PSBN. Program Manager Roth said that secondly, the extension to the UASI 19' grant was approved with a performance period through June 30, 2022 and closeout by July 31, 2022.

Program Manager Roth reported the Special Temporary Authorization (STA) for Narrowband Mobile Data Network (NMDN) at Tejon Peak (TPK) was submitted in early March 9, 2022, and expecting response on or before May 16, 2022.

Program Manager Roth shared that with the help of County Fire Captain August Dougherty, the Authority has made significant traction with fire suppression inspections at LMR sites across the County. Program Manager Roth share that a concerted effort kicked off in March, and as of today, the Authority would have 27 completed sites, with three (3) more scheduled in the next week and a half. Program Manager Roth said that remaining sites have various minor issues to remedy before inspections can take place. Program Manager Roth stated that Captain Dougherty is in close communication with MSI and thanked him for spearheading this effort.



Program Manager Roth expressed that MCI has really been the belle of the ball this last month. B&J has made significant progress with both the Coastal Permit and building permit which she would cover in greater detail during the Coastal Report later in the Agenda.

Program Manager Roth said that power has been an ongoing issue for the LMR program, it is not secret, but the win here, is the Authority started the month with eight (8) sites pending a power source and closed the month knocking out half of that. Program Manager Roth stated that two of these were Mount Disappointment (MDI) and Magic Mountain Link (MML), where SCE delivered commercial power. Program Manager Roth believed that many did victory laps around each of their home offices when this news broke.

Program Manager Roth went on to say that in addition to those two (2), and in order to keep schedule, temporary generators were mobilized to Burnt Peak 1 (BUR1), where the permanent power infrastructure was destroyed in the 2020 fires and to GRM where permanent power is delayed with LADWP.

Program Manager Roth shared the Authority's final power win here is the Tower Peak (TWR) easement, which Program Director Justin Delfino has mentioned in previous reports to the Board. Program Manager Roth went on to say that after tedious negations between SCE and the Catalina Island Conservancy, the easement was executed earlier this week and now scheduling for the remaining SCE work to deliver power to TWR is underway, a critical site to the program from a connectivity standpoint.

Program Manager Roth said that not to be overshadowed by power, staff and MSI have made significant progress on the program IMS. Program manager Roth shared that on March 23, the Authority received MSI's March 8, 2022 data date (DD) schedule that incorporated removal of SPN and Topanga Peak-RELAY (TOP-RELAY); The Inclusion of MCI; and the temporary generators at BUR1 and GRM, which resulted in a final system acceptance date that was pulled in by a month to September 7, 2023.

Program Manager Roth reported that staff and MSI are working together to address comments, with both parties expressing a shared goal to clarify and adjust the March 8, 2022 DD schedule into a form that could be accepted and used to re-baseline the Program

#### March Challenges:

Program Manager Roth reported there are some challenges for the month of March that are very much tied to the successes.





Program Manager Roth said the Authority fought tooth and nail for Customer Commit Dates (CCD) on the remaining four (4) sites pending power, which all are now scheduled by mid-May with a distinct possibility of pulling in to this month. Program Manager Roth stated that while the Authority has a temporary generator at GRM, commercial power from LADWP remains a problem. Program Manager Roth shared the Authority is seeking assistance outside of the City Mayor's office given LADWP's inability to provide power in a timely fashion.

Program Manager Roth said that while generators were mobilized to BUR1 and GRM, cost efficient fueling logistics are in process, but are complicated and still working through that.

Program Manager Roth reported closeout documentation, particularly on the Phase 2 side of the house has been a challenge. The Authority is getting through it with MSI and their vendor, Pyramid, but it remains a struggle. Program Manager Roth expressed that on the bright side, MSI has implemented staffing changes to now put in place much needed oversight of the work product from their Phase 2 vendor, Pyramid. Program Manager Roth shared the Authority's expectation is that MSI will soon be able to submit complete and accurate Phase 2 Closeout Books that are of the professional quality required by the Contract.

#### Key Program Metrics

Program Manager Roth reference two slides of successes and one of challenges, and asked what did this all net out to be?

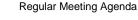
Program Manager Roth shared that as of today April 7, 2022, the Authority has 57 of 58 sites that are substantially complete from a Phase 2 perspective with the final site being MCI.

Program Manager Roth went on to say there are 57 of the 58 where Phase 4 equipment is installed, 45 sites optimized, and 41 sites on air.

#### Sites Phase 2 Substantially Complete

Program Manager Roth shared a map, with yellow pins representing the substantially complete Phase 2 sites, and the sole red site remaining is MCI.

Program Manager Roth referred back to the challenges slide, stating that while the Authority has 57 sites substantially complete, there are only 23 Closeout Books that have been approved. Program Manager Roth expressed that while there is some COVID delay at play, this is primarily held up by prolonged punch correction resolution and challenged document control by MSI and their various tiers of supporting vendors. Program Manager Roth stated the dialogue with MSI







continues and they have assured the Authority steps have been taken to improve the quality and completeness for Closeout Book submittals.

Program Manager Roth stated that MSI has installed their Phase 4 equipment at 57 of 58 sites.

Program Manager Roth talked about Sites Optimized, 45 sites across the network that are currently optimized, and referenced the sites still pending as being red on the map slide.

Program Manager Roth said there are 41 sites on air leaving 17 pending, which Program Manager Roth referred to as the red pins on the map slide.

#### Program Phases

Program Manager Roth reported as we near completion of Phase 2, and as the Authority pivots to a Phase 4 focus on the Program, which is MSI's wheelhouse as opposed to Phase 2 where MSI relied heavily on their vendor Pyramid, PM Roth took a moment to breakdown what Phase 4 would entail since it is more than just the physical install of equipment.

Program Manager Roth reviewed the Program Phases:

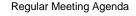
- Phase 1: Design, draw it out, prove with calculations, and get it permitted
- Phase 2: Build it, from a civil perspective. Towers, foundations, shelter, power
- Phase 3: Procurement of equipment
- Phase 4: Implementation of what was built in Phase 2, this can also be seen as the execution of all previous phases

Program Manager Roth stated that per contract it is to install, test, commission, and deploy all hardware equipment parts, materials, goods, software, and data, as is necessary for the LMR System to be fully functional and to perform LMR System Training services required by the LMR System.

Phase 5: Warranty

Program Manager Roth stated Phase 4 has two (2) subcategories, a & b.

Program Manager Roth said that Phase 4a is the sites level work, which includes physical installation and configuration of equipment on-site, lines & antennas (L&A), path alignment, Fiber Network Engineering (FNE) installations, etc. This phase







also entails optimization of equipment and on-air testing, analogous to tuning, making every channel work the same to yield same "product" to end-user, since channels are dynamically assigned. Finally, the verification of Closeout Books documentation, which captures the physical install and configuration.

Program Manager Roth said to think if it as getting the sites on the map.

Program Manager Roth stated that while Phase 4a is the site level work, Phase 4b is the sub-system and Cell level work. Program Manager Roth went on to say that it entails network configuration and coordination between sites within a sub system, sites within a cell, and also cells within a system. Program Manager Roth said Phase 4b ensures that core talks to prime, prime talks to sub-sites.

Program Manager Roth shared that Functional Acceptance Testing Procedure (FATP) makes sure performance is consistent with P25 and contract requirements and also making sure the system functions as required by contract. Program Manager Roth also shared that Coverage Acceptance Testing Procedure (CATP) makes sure that coverage is provided as required by the Contract; it is worth noting that this step is going to require coordination and collaboration with LASD and LACoFD for drive testing activities. Program Manager Roth stated documentation is also required in this phase. Phase 4a puts the sites on the map and Phase 4b connects them to make a network. Program Manager Roth went on to say that these activities will be the focus of efforts from now through final system acceptance in the fall of 2023.

#### April Areas of Focus

Program Manager Roth said that in addition to the ongoing Phase 4 efforts, focus over the next month of April will be: "power", energizing the remaining sites, MCI Permitting and IFB, Phase 2 Final Inspections, site documentation, which is also known as Closeout Books and the IMS, and finally hitting and processing billing milestones for the UASI 19' grant for a successful closeout of the current open grant.

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

#### F. Joint Operations and Technical Committee Chairs Report – No Report

G. Finance Committee Chair Report – No Report

Regular Meeting Agenda





## VII. DISCUSSION ITEMS (H-K)

#### H. **PSBN Round 2 Implementation and Construction Update –** Justin Delfino

Program Manager Roth provided the Board with an update to the Public Safety Broadband Network (PSBN) Round 2 program, since Program Director Justin Delfino is en-route to a bid walk at site MCI.

Program Manager Roth reported the final site the Authority is focusing on is a detail at Pomona Court House 2 (POM2), which is an attachment of the antenna sled on the roof. Program Manager Roth said that a revised detail was required and is under review by the Judicial Court of California (JCC). Program Manager Roth shared that upon JCC approval the scheduling for that work will be placed on the calendar, the work will complete, then the discussion item can be wrapped up.

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

#### I. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Technical Lead Ted Pao reported that on the Licensing front, successful progress has been made with the Authority's three (3) T-band licenses granted in March, which were Hauser Peak (HPK), Magic Mountain Link (MML), and Puente Hills (PHN) for Channel 15. Technical Lead Pao said this leaves five (5) T-band applications still pending with the Federal Communications Commission (FCC). Technical Lead Pao stated as previously mentioned in last month's report, the most time-sensitive license is for the Narrowband Mobile Data Network (NMDN) at Tejon Peak (TPK), sharing that it will have some impact on the overall NMDN Phase 1 transition, if it is not granted soon. Technical Lead Pao went on to say that during this past month, the County submitted to the FCC a Special Temporary Authorization (STA) for TPK's NMDN frequency. Technical Lead Pao said the Authority is expecting to get a status update at end of this week from the County.

Technical Lead Pao said that in regards to the interference issue, MSI has reported to the Authority that there appears to be high noise level at Signal Hill (SGH) site on the 700 MHz band. Technical Lead Pao said the Authority has notified ISD of this potential interference during the Spectrum Technical working group (a weekly County meeting) and an investigation at SGH started this morning. Technical Lead Pao concluded by saying that staff, along with ISD, is placing test instrument to record the spectrum noise level in question.

This concluded the update on Agenda Item I by Technical Lead Pao. There was no further discussion.





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

Program Manager Tanya Roth reported March was productive month for MCI and the Authority's new vendor providing design and engineering services, Brandow & Johnston (B&J).

Program Manager Roth shared that on March 29, 2022, the Authority received preliminary approval from the Department of Regional Planning (DRP) for the MCI coastal permit submittal package. Program Manager Roth said that other than standard conditions, such as not blocking any roads, DRP had no comment or correction to the package as submitted. Program Manager Roth happily expressed how uncommon it is for the DRP to accept something with no comment. Program Manager Roth reassured the Board that provided California Coastal Commission takes no exception to DRP's preliminary approval, the approval will be finalized in the coming weeks.

Program Manager Roth reported that on March 26, 2022, as previously reported by Executive Director Edson, B&J uploaded the MCI Building Permit (BP) submittal package to the DPW online portal, EpicLA, which DPW confirmed receipt on March 29, 2022, and returned civil comments on March 30, 2022, to which B&J responded on, April 6, 2022. Program Manager Roth expressed that today the Authority sits in a good place with all permitting for MCI on track to complete on or before schedule.

Program Manager Roth also reported that on March 29, 2022, the Authority, in partnership with DPW, released the MCI Invitation for Bid (IFB). Program Manager Roth went on to say that all pre-qualified bidders have been notified and calendar placeholders have been sent for upcoming key dates related to the solicitation, which includes, among other things, a mandatory bid walk on-site later this morning, which is where Program Director Justin Delfino and other team members are in route to.

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

#### K. Outreach Update – Robert Weber

Operations Lead Robert Weber provided a detailed outreach summary document for the month of March 2022 which was included in the Agenda Packet for the Board's review and information.

Operations Lead Weber reported that Authority Staff conducted LA-RICS system testing at the NBC Universal property which includes Universal Studios and







Universal City Walk. Operations Lead Weber said the system metrics from the testing would be shared with the County of Los Angeles Sheriff's Department's (LASD) Communications and Fleet Management Bureau (CFMB) staff and West Hollywood Station Personnel. Operations Lead Weber expressed that overall, the system performed extremely well, and the information obtained from the testing will be useful going forward.

Operations Lead Weber reported that Authority staff conducted an outreach to the University of Southern California (USC) Department of Public Safety regarding their current radio communication technology. Operations Lead Weber said they are evaluating their radio system and will contact the Authority if they wish to further explore opportunities with LA-RICS.

Operations Lead Weber stated that representatives from the City of Malibu, Office of Public Safety are currently evaluating their communication needs and the possibility of using LA-RICS. Operations Lead Weber said that Authority staff will work closely with city representatives to ensure their needs are met.

Operations Lead Weber shared that representatives from the California Department of Parks and Recreation are currently evaluating their radio needs and the possibility of onboarding with LA-RICS. Operations Lead Weber went on to say that Authority staff is working closely with their staff to ensure interoperability with local public safety agencies.

This concluded the report on Agenda Item K. Operations Lead Weber asked if there were any questions.

Board Member Alexander stated that is has been a while since there has been a presentation with Contract Cities, and asked that Executive Director Edson speak with Alternate Board Member Marcel Rodarte to make arrangements for a presentation, since some are unfamiliar with LA-RICS and would benefit from outreach to the new Contact Cities Managers. Executive Director Edson stated that he would do so.

#### VIII. ADMINISTRATIVE MATTERS (L-M)

#### L. FINANCIAL STATEMENT AND INDEPENDENT AUDITOR REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2021 – BCA WATSON RICE LLP

Helen Chu, engagement partner with BCA Watson Rice, presented the results of the financial and single audit for the Authority for Fiscal Year (FY) June 30, 2021.

Ms. Chu went over the responsibilities of the audit, the financial highlights for the year, and the Auditor's required communication.





Ms. Chu stated the Authority's responsibilities include the Authority's management being responsible for preparation and fair presentation of the basic financial statements in accordance with the accounting principles generally accepted in the U.S. Ms. Chu said the Authority's management is also responsible with the compliance with the requirements of laws and regulations, contracts and grants applicable to the Federal programs.

Ms. Chu went on to say that as Auditors, their responsibilities are to express an opinion on the fair presentation of financial statements and also to express an opinion on compliance for each of the Authority's major Federal programs based on their audit. Ms. Chu shared that their audit was conducted in accordance with auditing standards generally accepted in the U.S., also government auditing standards and also the Federal programs that would be in accordance with title 2 U.S. Code of Federal Regulations, part 200 Uniform Administrative Requirements called Principles and Requirements for Federal Work, in short form it is the Uniform Guidance.

Ms. Chu shared the results of the Financial Statements in the single audit, and have issued an unmodified opinion on the Financial Statements, as addressed in Page 1 of the report, which is a clean opinion, and in their opinion the statements presented fairly in all material respects, the financial position of the government activities of the Authority as of June 30, 2021, and the respective changes and financial position for the year-ended in accordance with accounting principles generally accepted in the U.S.

Ms. Chu stated they sent a separate letter, on Page 26 of the report, which is a report on internal controls over financial reporting and compliance and other matters in accordance with government auditing standards. Ms. Chu reported there were no material weaknesses noted, no significant deficiencies noted, and also no instances of non-compliance or other matters noted. Ms. Chu went on to say the report compliance with each major Federal program, on Page 28 of the report, and they issued an unmodified or clean opinion, the Authority complied with OMB Compliance Supplement on each major Federal program. Ms. Chu said there was another part of the report on internal controls over compliance, on page 29 of the report, no material weaknesses or no significant deficiencies were identified.

Lastly, Ms. Chu stated that a separate report on the Expenditures of Federal Awards, on page 29 of the report, again, received an unmodified clean opinion, the Schedule of Expenditures of Federal Awards were fairly stated and non-material in respects to the basic financial statements.

Ms. Chu provided some of the financial highlights during the current year, the Authority's assets totaled a \$182.5 million dollars, cash investments deposited in





the County Treasury pool totaled \$7.9 million dollars. Ms. Chu stated that total program revenues totaled \$50.5 million dollars and mainly consisted of Federal grants in the amount of \$39.7 million dollars, communications services totaled \$6.7 million dollars and local match grant contributions in the amount of \$4.1 million dollars.

Ms. Chu stated the Authority has a cash operating loan balance totaling \$28 million dollars with the County of Los Angeles for the funding of start-up and operational costs, this loan bares no interest and has no definite repayment schedule. Ms. Chu said that as of June 30, 2021, the Authority had \$149.4 million dollars in capital assets consisting of telecommunications equipment under construction valued at \$148.7 million dollars, telecommunications equipment valued at \$693,000, office furniture valued at \$31,000.

Ms. Chu stated that part of their audit standards, they are required to communicate certain items, one of them is BCA Watson as Auditor's responsibilities under generally accepted auditing standards is to conduct their audits in accordance with auditing standards generally accepted in the U.S.A., and applicable to the financial statements contained in government auditing standards which provides reasonable and not absolute assurance about whether the basic financial statements are free of material misstatements. Ms. Chu stated there were no legal acts identified during the audit, there were no changes in the accounting policies during FY 2020-21. Ms. Chu stated there were no significant or unusual transactions, there were no significant issues discussed with management, no major issues discussed with management prior to their retention, no disagreements with management on financial accounting or reporting matters, they did not encounter any difficulty with management during their audit, they obtained a management representation letter from the management, a letter basically stating the Authority has disclosed and provided all of the information that they requested. Ms. Chu stated they are independent, respect to the Authority and the County of Los Angeles.

Ms. Chu concluded her presentation and asked if there were any questions.

Alternate Board Chair Yanagi thanked Ms. Chu for her presentation and asked the Board to receive and file.

Board Member Mark Alexander motioned first Seconded by Alternate Board Member John Geiger to RECEIVED AND FILE The Auditor's Report.

#### M. AMENDMENT NO. 31 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Administrative Deputy Susy Orellana-Curtiss presented Agenda Item M, which was before the Board as Amendment No. 31 to the Project and Construction







Management Contract with Jacobs Project Management. Administrative Deputy Orellana-Curtiss asked the Board to approve the following recommended actions:

- 1. Approve Amendment No. 31, substantially similar in form to the (Enclosure), which will increase the Maximum Contract Sum by \$2,401,722 from \$67,514,982 to \$69,916,704, to allow Jacobs to continue its scope as Project Manager through December 31, 2022.
- 2. Delegate authority to the Executive Director to execute Amendment No. 31, in substantially similar form, to the enclosed Amendment (Enclosure).
- 3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 31.

Administrative Deputy Orellana-Curtiss stated as Executive Director reported to the Board, since the last presentation of the contract augmentation back in April 2017, the Board approved an augmentation that was to take the project through December 2020, which at that was the scheduled System Acceptance and closeout of the LMR System. Administrative Deputy Orellana-Curtiss expressed that since that time, the Authority has been able to extend those resources in corresponding funding to carry the Authority through the present date, and projections at current expenditure rate show the amount that falls to the LMR budget for the Project Management Contract will deplete in June 2022. Administrative Deputy Orellana-Curtiss stated that before the Board is what is referred to as the Bridge Amendment that reflects a \$2.4 million dollar increase in contract sum to carry the Authority through December 2022, which is believed to provide sufficient time to secure the additional funding that Executive Director Edson reported is being actively sought. Administrative Deputy Orellana-Curtiss shared the Authority plans to return to the Board with a subsequent amendment that will carry the project through System Acceptance.

Administrative Deputy Orellana-Curtiss shared some numbers with the Board, the \$2.4 million dollars would pay for six (6) months of projected expenditures through December 2022 that translates to approximately 2,600 staff support hours a month, which equates to approximately 16,500 staff support hours over the six (6) month period. Administrative Deputy Orellana-Curtiss reiterated this was a funded and approved line item within open and awarded grants and approved by the Grantor in the Authority's existing awarded spending plans.

Alternate Board Chair Yanagi asked if there were any questions from the Board. There were no questions, therefore, Alternate Board Chair Yanagi asked for a motion to approve.



Alternate Board Member Geiger motioned first, seconded by Board Member Phil Ambrose.

Ayes 10: Geiger, Pappas, Yanagi, Tadeo, Ambrose, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

#### **MOTION APPROVED.**

#### IX. MISCELLANEOUS – NONE

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

#### XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:43 a.m.

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

The Board returned from Closed Session at 9:58 a.m. Counsel Michael Simon stated the Board was back in open session and the Brown Act did not require a report.

#### XII. ADJOURNMENT AND NEXT MEETING:

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting. Alternate Board Member Geiger motioned first.

The Regular Board Meeting adjourned at 10:02 a.m., and the next Special Board Meeting will be held on May 5, 2022, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.





# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

LA-RICS Board of Directors Los Angeles Regional Interoperable Communications System Authority (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 Board meeting under AB 361 occurred on October 7, 2021, and the Board made its appropriate findings thereafter. Given the timing of the June meeting, it is time for the Board to make another finding to continue to use a telephonic 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.

#### BACKGROUND

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



LA-RICS Board of Directors May 5, 2022 Page 2

emergencies. The Governor signed AB 361 into law on September 16, 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 (October 7, 2021), and within every thirty (30) days thereafter.

## 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 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, made its first findings on November 4, 2021, its second finding on December 2, 2021, its third finding on December 20, 2021, its fourth finding on January 6, 2022, its fifth finding on February 3, 2022, its sixth finding on March 3, 2022, its seventh finding on March 24, 2022, and its eighth finding on April 7, 2022. As we approach the ninth 30-day deadline and given the timing of the June 2022 Board meeting, 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.

#### 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

# EXECUTIVE SUMMARY

MAY 5, 2022

## LTE UPDATE

PSBN Round 2 – Sites 1-25 have been completed, but for one punch correction at Pomona Court House 2 (POM2), which required engineering approval from the Judicial Council of California (JCC). The Emergency Operations Center (EOR) is working with the JCC's roofing vendor to address further requests for clarification from the JCC. Once comments are addressed to the JCC's satisfaction, the field correction will be scheduled with final inspection sign offs to follow.

## LMR UPDATE

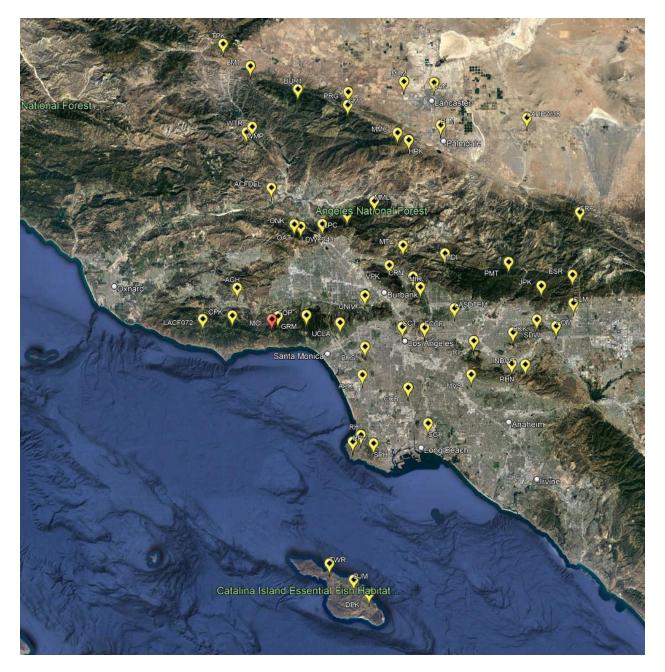
- Phase 2
  - ✓ Building Permit(s) Total site count remains at fifty-eight (58) sites for the LA-RICS LMR Network. The final site to be permitted is MCI, which was submitted to the Los Angeles County Department of Public Works for Building Permit review on March 26, 2022.
  - ✓ The Authority received Motorola Solutions, Inc. (MSI) March 8, 2022DD schedule on Wednesday evening, March 23, 2022, which shows a Final System Acceptance of September 7, 2023, representing a one-month pull-in now that schedule adjustments have been made to account for the recently executed amendments and also the Authority's mobilization of temporary generators to Green Mountain (GRM) and Burnt Peak 1 (BUR1). Initial comments were discussed between the Authority and Motorola on the March 29, 2022, Weekly Integrated Master Schedule (IMS) Review Meeting with formal full comments forthcoming in writing. Provided all comments can be resolved, the stated collective goal of the Authority and Motorola is to re-baseline the Program with the March 8, 2022DD schedule. Until such time, the September 14, 2021DD IMS remains the operative schedule for the Program.
  - ✓ Below is a breakdown of the current site progress for Phase 2 scope:
    - 57 of 58 sites are substantially complete through Phase 4a.
    - MSI's focus in the field is to clear all punch corrections and resolve assorted issues with installations deviating from approved plans.
    - In order to mitigate schedule impact at GRM and BUR1, due to delayed power, the Authority, at its cost, mobilized temporary generators to both locations so that Motorola's inspections and site optimization work can proceed.
    - Regarding GRM commercial power, escalation within Los Angeles City Department of Water and Power (LADWP) has not tangibly moved the marker forward. The Authority is seeking assistance outside of the City of Los Angeles Mayor's office given LADWP's inability to provide power in a timely fashion to GRM.

- Phase 4 Optimization and Closeout
  - ✓ There are twenty-five (25) cells on the air; forty-five (45) sites are optimized; and forty-one (41) sites are on the air.
  - ✓ Early delivery of power and delivery of temporary primary-power generators will allow site optimization to pull-in for the Catalina sites (Blackjack Mountain [BJM], Dakin Peak [DPK], Tower Peak [TWR]) and proceed at BUR1 and GRM.
  - ✓ Further, early power delivery on Catalina has taken Narrowband Mobile Data Network 1 (NMDN1) off the critical path. Now the program critical path is DTVRS.
  - ✓ The grant of the Special Temporary Authorization (STA) (WRQJ624) for NMDN1 at Tejon Peak (TPK) on April 28, 2022, now allows NMDN1 to proceed on schedule for Phase 4 testing.
  - 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 no significant delays affect the Schedule. Stakeholders and prospective users are encouraged to contact LA-RICS representatives with their agency cutover plans to ensure smooth transitions to the LA-RICS Network.
  - ✓ Forty-four (44) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted to LA-RICS for record.

# **EXECUTIVE SUMMARY**

MAY 5, 2022

# LMR SITES



# **EXECUTIVE SUMMARY**

MAY 5, 2022

		LA-RICS GI	RANT STATUS		
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	nvoiced / Paid Remaining Balance	
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	\$35,000,000*	\$16,539,482.26	\$0	5/31/22
UASI 21	\$2,000,000	\$-	\$-	\$2,000,000	5/31/24
UASI 22	*\$11,688,338	\$-	\$-	\$11,688,338	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$0	\$-	\$-	\$0	5/31/27
SHSP 22	\$3,520,000	\$-	\$-	\$3,520,000	5/31/25
SHSP 23	\$1,760,000	\$-	\$-	\$1,760,000	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

\* Moved \$6,688,338 to UASI 22 from UASI 23 and 24 based on approved project swaps with County Fire and Sheriff:

• LACoFD has swapped \$4,785,407

• LACoSD has swapped \$1,902,931

# 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., Brandow & Johnston LTE - Motorola Solutions, Inc., David

Evans & Associates, Metrocell, Inc., Diversified Communications, Inc, Motive

Energy, Inc. and Jitney, Inc.



Monthly Report No. 120

May 5th, 2022

## Submitted April 28th, 2022

Reporting Period: 03/16/2022 - 04/20/2022

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# **GENERAL UPDATES**

#### **Operations/Governance**

- LA-RICS Operations holds regular meetings to focus on the following:
  - 1. Manage network migration to LA-RICS to meet milestone cut-over dates established in the approved IMS.
- 2. Ensure internal LA-RICS operational aspects are in place.
- 3. Develop and Implement Policies as determined by the operations contributors.

#### Special Events

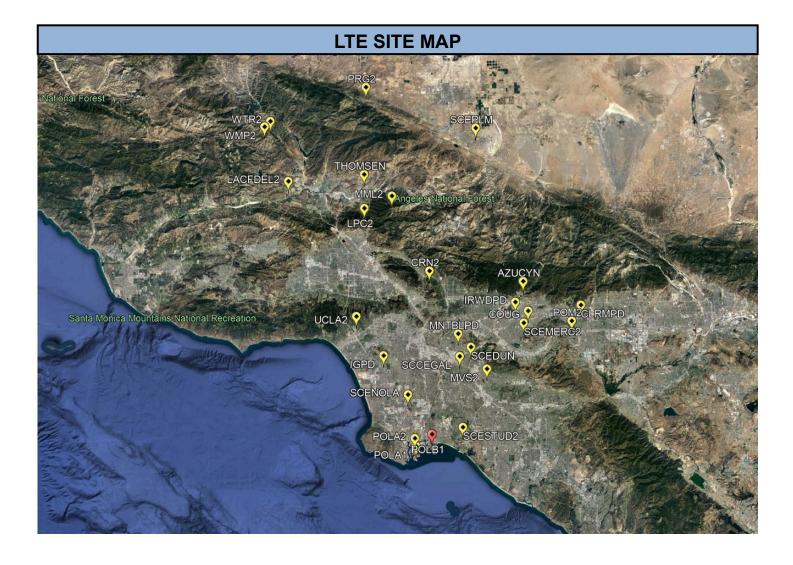
No new activity.

## LTE2 UPDATES

#### LTE Round 2 Updates

This reporting period saw progress with the final detail related to the antenna sled roof attachments at POM2. The EOR is working with the JCC's roofing contractor to address requested clarification. Once resolved, the work will be scheduled, and then final inspection will take place. The 26<sup>th</sup> site in the LTE Program was POLB1 which LA-RICS designed and permitted but did not build at ATT's direction as ATT was unable to come to terms with the Port on a lease agreement prior to the date of Asset Transfer. The dialogue between ATT and the Port is on-going with the intent of both parties to come to an agreement in the near future. At such time, ATT intends to proceed with the build using the permitted plans from LA-RICS.

The LTE2 Site Map is shown below



## LMR UPDATES

#### Environmental Update

- Jacobs continued the MMRP effort in this period as ground disturbing activities are drawing to a close. It is anticipated that the end of April 2022 will mark the
  end of the MMRP work needed on the Program.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,707 persons as of April 18, 2022, this was the last training session during the period.
- Jacobs filed a Notice of Exemption for a Board approved action at Site MCI on March 24, 2022.

#### Phase 1: Permitting Support

 There is one (1) building permit yet to be received in the Program which is for the MCI site; it is expected that MCI will be RTI in the next several weeks. Fiftynine (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, TOP, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR), representing 57 Program sites.

#### Phase 2: Site/Civil

- All Site Access Agreements (SAA's) are complete.
- 57 sites are substantially complete through Ph4a. The 58<sup>th</sup> and final site in the Program, MCI, is on track to commence construction in May 2022.
- 55 sites have commercial power, this includes MCI, where LA-RICS took over the existing 200 amp service on site. Of the 3 remaining sites pending commercial
  power, 2 (BUR1 and GRM) have primary power generators on site that are fueled and ready to be turned on, pending MSI to confirm timing of their need. The
  final site, SPH is anticipated to have commercial power from SCE by the end of April 2022.
- The Project Schedule with the data date of September 14th, 2021 (version 2) is the current operative baseline Integrated Master Schedule (IMS). The finish date shown on the 09/14/2021DD IMS has a Final System Acceptance date of October 10, 2023. On 04/20/2022 the Authority received an Executive Summary of Motorola's proposed update to the IMS with a data date of 04/12/2022 showing a Final System Acceptance date of 09/01/2023 representing a 6-day pull-in from MSI's previous proposed update with the 03/08/2022DD and over a 6-week pull-in from the 09/14/2022DD. The Authority awaits MSI's full submittal for review. In the meantime, the Authority and MSI Project Managers, with concurrence from their respective organization, have agreed to use the regularly scheduled weekly meetings on every 4<sup>th</sup> Tuesday of the month to review the most recently proposed MSI update to the IMS. Further, the Authority and MSI have come to agreement that open discussion is the preferred and best suited forum to dive into schedule items and consensus on changes. Provided MSI's April update arrives on time, the team will deep dive the Critical Path and Near Critical Path activities on Tuesday, April 26, 2022.
- Motorola's focus during this reporting period remains on completing the tasks tied to the UASI 19 grant, including but not limited to the items listed below.
  - Phase 2 punch list item resolution at numerous sites, including the four Courthouse sites
  - Accurate and complete submittals of Ph2 Close-Out Books (COBs)

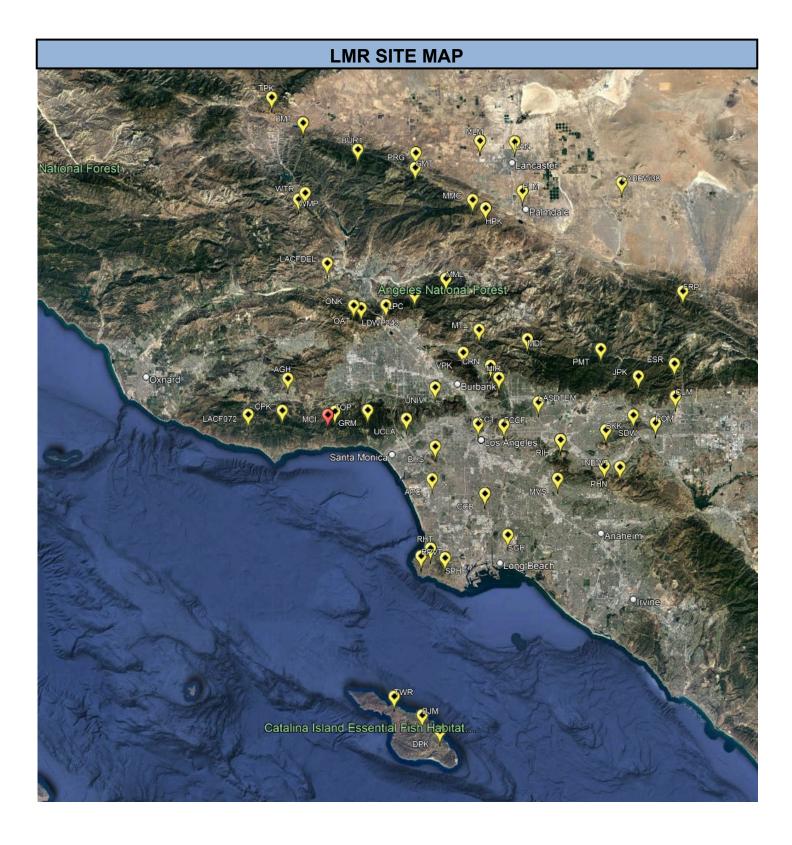
The Authority's concerns remain regarding Motorola's ability to complete UASI 19 scope within the grant extension performance period, which is on or before June 30<sup>th</sup>, 2022. Ongoing dialogue ensues between the Authority and Motorola regarding the progress of work completions, identification and clearing of obstacles and processing of Work Acceptance Certificates in order to successfully close-out the UASI 19 grant.

- The Authority has sought assistance outside of the City of Los Angeles Mayor's office given LADWP's inability to provide power in a timely fashion to GRM. During this period, Staff have met with LADWP several times, including an on-site visit. As of April 7, 2021, LADWP has established a weekly meeting series with the Authority to touch base on action items in each party's court. To date, all action has been on LADWP. LADWP has assigned a Project Manager to oversee delivery of power to the GRM site and this task is finally making slow progress forward. LADWP has communicated that while they will set the poles associated with the power design, they will not be able to trench the conduit area in a reasonable time, so this scope will fall to the Authority to complete in order to mitigate further impact to the schedule. Additional escalation may be needed to keep LADWP on track and focused, particularly with LADWP Real Estate.
- There are no safety issues to report on in this period.

#### Phase 4: Network

- Focus of the Ph4 effort is Site Audits and Close Out Book (COB) activities related to compiling of the data followed by review and approval of the items submitted. Motorola continues to work through the challenge of submitting accurate documentation in the COBs, resulting in additional Staff time for re-reviews.
- System interference on Ch. 16, is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.
  - The coordination between LACoFD, LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Digital Trunk Voice Radio System (DTVRS), and Analog Conventional System (ACVRS), particularly.
  - MSI has reported that they are on schedule for the turnover of the first subsystem, NMDN Ph.1.

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

May 5, 2022

To: LA-RICS Authority Board of Directors

From: Scott Edson Scott Data 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.

JD:mbc

Enclosure

# LA-RICS PSBN SITE DEPLOYMENT Week of 4/29/2022

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	3/18/2022	Site Complete
MML2	Colo	MSI												
			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		Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	3/2/2022	Site Complete
POLA1														
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved		Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	3/2/2022	Site Complete
РОМ2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	10/8/2021		Detail rejected by the JCC and ha further input. Correction cannot with connection method and the <i>a</i> code compliant. The Authority w that the correction can be comple
	Legend Complete Forecaste	d d - Scheduled												

Comments
d have been sent to JCC roofing company for not be made until the building owner is satisfied he AOR has confirmed that the revised detail is ty will aid in communications between parties so upleted as soon as possible.

# **AGENDA ITEM G - ENCLOSURE**



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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

To: LA-RICS Authority Board of Directors

From:

Scott Edson Executive Director

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

The purpose of this discussion item is to update your Board on the radio spectrum issue for the Land Mobile Radio System (LMR) system, as well as frequency licensing issues impacting the LMR deployment. The Federal Communications Commission (FCC) did grant on April 28, 2022, a needed Special Temporary Authorization (STA) for Channel 14 frequencies at LMR site, Tejon Peak (TPK).

TP:mbc



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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

To: LA-RICS Authority Board of Directors

From: Scott Edson

Scoth Som

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.

On April 11, 2022 the Authority received confirmation from the Department of Regional Planning (DRP) that the California Coastal Commission has cleared the project with no exceptions taken. With this confirmation, the Coastal Development Permit application approval was deemed final, less than 4 months following initial submittal to DRP on December 22, 2021.

On April 20, 2022, the Department of Public Works posted Electrical Plan Check Comments to their online portal, EpicLA. Brandow & Johnston (B&J) is working to address the three (3) comments posted. Once all comments are addressed, the permit will be Ready to Issue (RTI) as all other agency reviews have cleared.

On April 21, 2022, bids were opened from the Authority's five (5) pre-qualified bidders. A low bid was identified and the administrative process is now underway to execute a contract and issue NTP1 to the winning bidder.

TR:mbc



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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

To: LA-RICS Authority Board of Directors

From:

#### 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
Weekly Outreach Meeting	April 11, 2022
International Association of Chiefs of Police Communications (IAPC) Communications and Technology Committee – Monthly Meeting	April 13, 2022
International Public Safety Association (IPSA) Finance Committee Meeting	April 13, 2022
Connected Cop, Zebra and Mark 43	April 14, 2022
Emergency Communications Preparedness Center (ECPC) Advanced Technologies Working Group (ATWG) Monthly Meeting	April 15, 2022
Weekly Outreach Meeting	April 25, 2022

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

Authority Staff members are actively planning for LA-RICS system testing with the County of Los Angeles Sheriff's Department (LASD) Aero Bureau. The system metrics from the testing will be shared with the LASD's Communications and Fleet Management Bureau (CFMB) staff and Aero Bureau Personnel.

The Technical Operations committee is planning to meet in May to discuss NICE Logging Recorder System procedures for both LASD and the County of Los Angeles Fire Department (LACoFD).

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

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

Authority staff conducted an outreach to the City of Avalon Harbor Patrol and the Fire Department. Both departments are evaluating their communication needs and the possibility of using LA-RICS. Authority staff will work closely with these departments to ensure their needs are met.

Authority staff and representatives from Cal OES have been meeting to ensure interoperability during regional events and to further collaborate on regional public safety communication.

RJW:mbc



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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

To: LA-RICS Authority Board of Directors

From:

Scott Edson Scott Dan

Executive Director

#### STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending March 31, 2022.

GS:mbc

Enclosure

#### Los Angeles Regional Interoperable Communications System Authority (LA-RICS) Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN) January 1, 2022 through March 31, 2022

							 Fund V5A
Cash Balance, as of January 1, 2022							\$ 3,766,031.00
Description		Record Date		Amount			
Receipts:	21 2021	01/01/22	¢	1 549 05			
NTEREST ALLOCATION FOR THE MONTH ENDING Decem NTEREST ALLOCATION FOR THE MONTH ENDING Januar NTEREST ALLOCATION FOR THE MONTH ENDING Februa	31, 2022	01/01/22 02/01/22 03/01/22	\$	1,548.95 918.13 778.66			
Subtotal - Interest Income	y 20, 2022	00/01/22		110.00	\$	3,245.74	
Total Receipts					φ	3,243.74	3,245.7
Fotal Beginning Cash Balance and Receipts							3,769,276.74
							0,700,270.7
Disbursements: TY21/22-2602 SD EDSON, INC		01/06/22		19,143.60			
FY21/22-MH01 COUNTY LA-RICS-MENTAL HEALTH		01/26/22		4,188.64			
Y21/22-MH02 COUNTY LA-RICS-MENTAL HEALTH		01/26/22		3,780.00			
Y21/22-MH03 COUNTY LA-RICS-MENTAL HEALTH		01/26/22		2,962.70			
Y21/22-MH04 COUNTY LA-RICS-MENTAL HEALTH		01/26/22		3,575.67			
Y21/22-MH05 COUNTY LA-RICS-MENTAL HEALTH		01/26/22		2,247.56			
Y21/22-TT01 COUNTY LA-RICS-TREASURER TAX COLL	ECTOR	01/26/22		16,344.72			
Y21/22-AC01 COUNTY LA-RICS-AUDITOR CONTROLLER		01/26/22		32,887.11			
Y21/22-CC01 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		2,851.39			
Y21/22-CC02 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		1,544.57			
Y21/22-CC03 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		3,512.00			
Y21/22-CC04 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		2,957.54			
Y21/22-CC05 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		1,857.06			
Y21/22-DA01 COUNTY LA-RICS-DISTRICT ATTORNEY		01/26/22		56,552.35			
Y21/22-IS01 COUNTY LA-RICS-ISD		01/27/22		3,456.32			
Y21/22-IS02 COUNTY LA-RICS-ISD		01/27/22		4,968.46			
Y21/22-IS03 COUNTY LA-RICS-ISD		01/27/22		5,076.47			
Y21/22-SH04 COUNTY LA-RICS-SHERIFF'S		01/31/22		6,695.57			
Y21/22-SH05 COUNTY LA-RICS-SHERIFF'S		01/31/22		8,608.58			
Y21/22-DA02 COUNTY LA-RICS-DISTRICT ATTORNEY		01/31/22		56,552.35			
Y21/22-2621 SOUTHERN CALIFORNIA EDISON CO. ACC	T 700682064436	01/31/22		0.13			
Y21/22-2626 SD EDSON, INC		02/09/22		21,480.90			
Y21/22-SH06 COUNTY LA-RICS-SHERIFF'S		02/11/22		17,690.47			
Y21/22-AC02 COUNTY LA-RICS-AUDITOR CONTROLLER		02/17/22		29,352.07			
Y21/22-PB06 COUNTY LA-RICS-PROBATION		02/25/22		630.31			
Y21/22-2651 SD EDSON, INC		03/02/22		15,693.30			
Y21/22-MH06 COUNTY LA-RICS-MENTAL HEALTH		03/17/22		6,436.21			
Y21/22-MH07 COUNTY LA-RICS-MENTAL HEALTH		03/17/22		3,269.18			
Y21/22-IS04 COUNTY LA-RICS-ISD		03/17/22		4,968.46			
Y21/22-IS05 COUNTY LA-RICS-ISD		03/17/22		4,212.39			
Y21/22-SH07 COUNTY LA-RICS-SHERIFF'S		03/24/22		16,707.67			
Y21/22-CC06 COUNTY LA-RICS-COUNTY COUNSEL		03/25/22		2,142.36			
Y21/22-IS06 COUNTY LA-RICS-ISD		03/25/22		3,888.36			
Y21/22-SH08 COUNTY LA-RICS-SHERIFF'S		03/25/22		15,724.86			
Y21/22-MH08 COUNTY LA-RICS-MENTAL HEALTH		03/25/22		2,274.69			
Y21/22-TT02 COUNTY LA-RICS-TREASURER TAX COLL	ECTOR	03/31/22		6,550.50			
Subtotal - Unit 55902 - Member Funded	PA Operations Costs				3	90,784.52	
TY21/22-2601 VERIZON WIRELESS		01/06/22		595.54			
FY21/22-2615 EASTGROUP PROPERTIES		01/21/22		20,337.40			
FY21/22-CC02 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		68.78			
Y21/22-CC03 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		1,031.70			
FY21/22-CC04 COUNTY LA-RICS-COUNTY COUNSEL		01/26/22		68.78			
FY21/22-IS01 COUNTY LA-RICS-ISD		01/27/22		1,188.11			
		01/27/22		540.05			
EY21/22-IS02 COUNTY LA-RICS-ISD		01/2//22					
FY21/22-IS02 COUNTY LA-RICS-ISD FY21/22-IS03 COUNTY LA-RICS-ISD		01/27/22		756.07			

H:Special Funds/Special Funds Unit/AUDITS/JPA/LA-RICS/LARICS FY21-22 Audit/Quarterly Reports/FY22\_Qtrly Report\_V5A.xlsx--TAB [FY22\_3rd Qtr ]

# **AGENDA ITEM K - ENCLOSURE**

Description		Record Date	Amount	
FY21/22-SH05	COUNTY LA-RICS-SHERIFF'S	01/31/22	16,451.96	
FY21/22-PB04	COUNTY LA-RICS-PROBATION	01/31/22	1,262.88	
FY21/22-PB05	COUNTY LA-RICS-PROBATION	01/31/22	2,315.28	
FY21/22-2628	VERIZON WIRELESS	02/09/22	595.00	
FY21/22-SH06	COUNTY LA-RICS-SHERIFF'S	02/11/22	17,690.47	
FY21/22-2644	EASTGROUP PROPERTIES	02/24/22	20,337.40	
FY21/22-PB06	COUNTY LA-RICS-PROBATION	02/25/22	420.20	
Y21/22-PB07	COUNTY LA-RICS-PROBATION	02/25/22	840,41	
Y21/22-2664	VERIZON WIRELESS	03/16/22	595.14	
Y21/22-IS04	COUNTY LA-RICS-ISD	03/17/22	972.09	
Y21/22-IS05		03/17/22	1,188.11	
	COUNTY LA-RICS-PROBATION	03/18/22	1,995.97	
Y21/22-2673		03/23/22	20,337.40	
	COUNTY LA-RICS-SHERIFF'S	03/24/22	16,707.66	
Y21/22-IS06	COUNTY LA-RICS-ISD	03/25/22	432.04	
	COUNTY LA-RICS-SHERIFF'S	03/25/22	15,724.86	
	VERIZON WIRELESS	03/25/22	595.14	
	COUNTY LA-RICS-TREASURER TAX COLLECTOR			
121/22-1102		03/31/22	1,135.42	
	Subtotal - Unit 55906 - LTE Administrative Costs			158,914.1
Y21/22-RR01	COUNTY LA-RICS -REGISTRAR RECORDER	01/26/22	44,878,87	
Y21/22-CC01	COUNTY LA-RICS-COUNTY COUNSEL	01/26/22	9,901.54	
Y21/22-CC02	COUNTY LA-RICS-COUNTY COUNSEL	01/26/22	9,681.87	
	COUNTY LA-RICS-COUNTY COUNSEL	01/26/22	14,610.75	
	COUNTY LA-RICS-COUNTY COUNSEL	01/26/22	10,988.54	
	COUNTY LA-RICS-COUNTY COUNSEL	01/26/22	6,939.67	
Y21/22-DA01	COUNTY LA-RICS-DISTRICT ATTORNEY	01/26/22	56,552.36	
	COUNTY LA-RICS-ISD	01/27/22	155.60	
	COUNTY LA-RICS-ISD	01/27/22	233.40	
	COUNTY LA-RICS-ISD	01/27/22	389.00	
	COUNTY LA-RICS-DISTRICT ATTORNEY	01/31/22	56,552.36	
	COUNTY LA-RICS-PROBATION	01/31/22	2,315.28	
	COUNTY LA-RICS-PROBATION	01/31/22	1,052.40	
	Jacobs Engineering	02/01/22		
	COUNTY LA-RICS-PROBATION	02/01/22	11,952.00	
	COUNTY LA-RICS-PROBATION	02/25/22	2,101.02	
Y21/22-2630			2,311.13	
	COUNTY LA-RICS -REGISTRAR RECORDER	02/25/22	12,616.00	
	BCA WATSON RICE LLP	03/14/22	35,430.60	
	COUNTY LA-RICS-ISD	03/16/22	11,032.20	
		03/17/22	233.40	
	COUNTY LA-RICS-ISD	03/17/22	9,647.20	
	Jacobs Engineering	03/17/22	14,267.48	
	COUNTY LA-RICS-PROBATION	03/18/22	3,151.53	
	COUNTY LA-RICS-COUNTY COUNSEL	03/25/22	9,162.89	
	COUNTY LA-RICS-ISD	03/25/22	544.60	
	BCA WATSON RICE LLP	03/29/22	7,974.45	
Y21/22-TT02	COUNTY LA-RICS-TREASURER TAX COLLECTOR	03/31/22	5,764.44	
	Subtotal - Unit 55908 - LMR Administrative Costs	_		340,440.58
tal Diahuman				

**Total Disbursements** 

Ending Cash Balance, March 31, 2022 \*

\* Cash Balance excluding unit code 55903 transactions

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division JK 4/4/22

\$

2,879,137.54

890,139.20

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\LARICS FY21-22 Audit\Quarterly Reports\FY22\_Qtrly Report\_V5A.xlsx.---TAB [FY22\_3rd Qtr ]

# **AGENDA ITEM K - ENCLOSURE**



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

SCOTT EDSON EXECUTIVE DIRECTOR

May 5, 2022

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

Dear Directors:

#### APPROVE AMENDMENT NO. 91 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

### <u>SUBJECT</u>

Board approval is requested to authorize the Executive Director to execute Amendment No. 91 to Agreement No. LA-RICS 007 (Agreement) to cover three (3) change orders as further described in this Board Letter, which will result in a decrease to the Maximum Contract Sum in the amount of \$26,870.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

- 1. Make the following findings:
  - a. Find that the approval of Amendment No. 91 to contemplate a change order modification at seven (7) sites: Baldwin Hills County (BHS), Cerro Negro (CRN), Dakin Peak (DPK), Los Angeles County Fire Command (FCCF), Mira Loma Facility (MLM), Puente Hills (PHN), and Rolling Hills Transmit (RHT), related to replacement of equipment for the Los Angeles Regional Tactical Communications Subsystem (LARTCS) and/or Analog Conventional Voice Radio Subsystem (ACVRS) subsystems, is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
  - b. Find that (a) approval of Amendment No. 91 to contemplate certain change order Modifications at the Signal Hill (SGH) site, related to interference investigation, is 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 this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- c. Find that (a) approval of Amendment No. 91 to contemplate certain change order modifications at the Oat Mountain Nike (ONK) site and the Criminal Court Building (CCT) site, related to interference investigation, is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014 and December 17, 2015, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
- 2. Approve Amendment No. 91 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
  - a. Incorporate one (1) cost neutral change order for equipment removal and replacement for the LARTCS and ACVRS subsystems at forty-six (46) sites.
  - b. Incorporate one (1) change order to reflect work related to an interference investigation at ONK, SGH, and CCT for a cost increase of \$14,806.
  - c. Reconcile the removal of one (1) change order for soil removal at the Rio Hondo (RIH) site for a cost decrease in the amount of \$41,676.
- 3. Authorize a decrease to the Maximum Contract Sum in an amount of \$26,870 from \$214,964,673 to \$214,937,803 when taking the cost increases and decreases into consideration.
- 4. Delegate authority to the Executive Director to execute Amendment No. 91, in substantially similar form to the enclosed Amendment (Enclosure).
- 5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 91, as may be necessary.

LA-RICS Board of Directors May 5, 2022 Page 3

#### BACKGROUND

With respect to the recommended change orders, as construction activities continue to completion on the LMR System, approval of certain change orders is necessary to address changes made in the field and continue construction and system implementation activities that were not originally contemplated in MSI's scope. As a result, the recommended action before your Board for consideration contemplates three (3) change orders that have been identified during the construction and implementation process that are necessary to complete the LMR System. Further, among the three (3) proposed change orders, one (1) change order contemplates a reconciliation to remove work from the Contractor's scope.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 91 to incorporate a change order for replacement of LMR Subsystem equipment at various sites; reconcile a change order related to soil removal at the RIH site; incorporate a change order for work related to interference investigation at ONK, SGH, and CCT; with all actions resulting in a decrease to the Maximum Contract Sum by \$26,870.

It is necessary to incorporate a change order for work that is needed to remove equipment from forty-six (46) sites and replace equipment for the LARTCS and ACVRS subsystems at seven (7) sites (BHS, CRN, DPK, FCCF, MLM, PHN and RHT). This change order before your Board was not previously contemplated in the Agreement, but is necessary to complete the LMR System. As such, the recommended actions contemplate approval of this change order which is reflected as a cost neutral change order in Amendment No. 91.

Further, it is no longer necessary to proceed with the scope of work related to removing soil at the RIH site as previously contemplated. As such, the recommended action before your Board reflects a reduction to the Maximum Contract Sum in the amount of \$41,676.

It is also necessary to incorporate a change order for interference investigation at ONK, SGH, and CCT to ensure these sites, as well as sources adjacent to these sites, do not create interference.

The revisions contemplated in Amendment No. 91 have been reviewed by Authority staff, as well as its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to the change order, including associated costs.

Further, the change orders were presented to the Change Control Board (CCB) 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

LA-RICS Board of Directors May 5, 2022 Page 4

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 CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

#### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at SGH site contemplated in Amendment No. 91 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 this site is 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 sites that would require revisions to the previously identified 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 November 13, 2014 for the ONK site, and on December 17, 2015 for the CCT site, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these two (2) sites 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 these two (2) sites are 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. 91, the Authority will file a Notice of Determination (NOD) for the SGH site with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines and will file a Notice of Exemption (NOE) for the CCT and ONK sites with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

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

The activities contemplated in Amendment No. 91 will result in a decrease to the Maximum Contract Sum by \$26,870 from \$214,964,673 to \$214,937,803.

LA-RICS Board of Directors May 5, 2022 Page 5

#### 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,

TALL She

SCOTT EDSON EXECUTIVE DIRECTOR

MS:rf:mbc

Enclosure

c: Counsel to the Authority

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

#### RECITALS

This Amendment Number Ninety-One (together with all exhibits, attachments, and schedules hereto, "<u>Amendment No. 91</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 May \_\_\_\_\_, 2022, based on the following recitals:

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

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

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### **AGENDA ITEM L - ENCLOSURE**

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 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

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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 Maximum Contract Sum by \$1,172,843 from of \$386,234; 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 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

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

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

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

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g Make other certain changes as set forth in Amendment No. 17.

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

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

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

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

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Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

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

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

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

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

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the

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removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

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

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$42,471; (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.

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

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

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

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

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020, to make changes necessary to (a) reflect a modification to the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the

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amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

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

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

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

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

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

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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 \$275,108; (d) increase the Maximum Contract Sum by \$2,062,270 from \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

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

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

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

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

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

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, for a cost decrease in the amount of \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the actions contemplated in Amendment No. 56 into consideration; and (d) make other certain changes as set forth in Amendment No. 56.

The Agreement has been previously amended in Amendment Number Fifty-Seven, effective March 11, 2021, to (a) incorporate (a) 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

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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 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

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\$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.

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)

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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.

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

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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 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.

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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.

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 Agreement has been previously amended in Amendment Number Eighty-Three, issued November 5, 2021, 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 Amendment No. 83.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Four – Unilateral Amendment No. 19, issued November 5, 2021, 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.

The Agreement has been previously amended in Amendment Number Eighty-Five, issued December 23, 2021, to make changes necessary to reflect an overall reconciliation of the scope of the Agreement and Exhibit C (Schedule of Payments) as follows: (a) reflect

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a reduction of certain scope of Phase 1 (System Design) work for a cost decrease in an amount of \$529,133; (b) reflect a reduction of certain scope of Phase 2 (Site Construction and Site Modification) work for a cost decrease in an amount of \$495,754, and reflect discounts from Phase 2 (Site Construction and Site Modifications) within C.15 in the amount of \$180,346; (c) reflect a reduction of certain testing contemplated in the scope of Phase 4 (LMR System Implementation) for a cost decrease in the amount of \$636,439, and reflect the reduction of certain Phase 4 (LMR System Implementation) Work for the TOP (Relay) site in the amount of \$77,558, and lastly, reflect the inclusion of certain Phase 4 (LMR System Implementation) Work for the MCI site for a cost increase in the amount of \$146,334, all actions resulting in a net cost decrease to Phase 4 (LMR System Implementation) in an amount of \$567,300; (d) reflect the removal of certain Additive Alternates, in particular, Bounded Area Coverage, Mandatory Building Coverage, Metrorail Coverage, and LMR System Maintenance for Additive Alternates, respectively, for a cost decrease in an amount of \$73,350,438; (e) reflect a reconciliation of certain LMR Change Orders resulting in a cost decrease in an amount of \$10,497; (f) decrease the Maximum Contract Sum by \$75,133,830 from \$289,801,632 to \$214,667,802 and (g) make other certain changes as set forth in Amendment No. 85.

The Agreement has been previously amended in Amendment Number Eighty-Six, issued January 12, 2022, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 86 for a cost increase in the amount of \$14,386; (b) increase the Maximum Contract Sum by \$14,386 from \$214,667,802 to \$214,682,188; and (c) make other certain changes as set forth in Amendment No. 86.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Seven – Unilateral Amendment No. 20, issued January 28, 2022, to (a) incorporate an Change Order to supply and install 40-feet of waveguide bridge at the Rolling Hills Transmit (RHT) site as further described in Unilateral Amendment No. 20 for a cost increase in the amount of \$5,266; (b) increase the Maximum Contract Sum by \$5,266 from \$214,682,188 to \$214,687,454; and (c) make other certain changes as set forth in Unilateral Amendment No. 20.

The Agreement has been previously amended in Amendment Number Eighty-Eight, issued February 4, 2022, to (a) incorporate four (4) LMR Change Order Modifications as further described in Amendment No. 88 for a cost increase in the amount of \$20,254; (b) increase the Maximum Contract Sum by \$20,254 from \$214,687,454 to \$214,707,708; and (c) make other certain changes as set forth in Amendment No. 88.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Nine – Unilateral Amendment No. 21, issued February 15, 2022, to (a) incorporate an LMR change order impacting three (3) sites (JPK2, LPC, and MML) related to field implementation of USFS VIAMM requirements as further described in Unilateral Amendment No. 21 for a cost increase in the amount of \$22,297; (b) increase the Maximum Contract Sum by \$22,297 from \$214,707,708 to \$214,730,005; and (c) make other certain changes as set forth in Unilateral Amendment No. 21.

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The Agreement has been previously amended in Amendment Number Ninety, issued March 10, 2022, to (a) incorporate a Change Order related to a fire suppression system at the Universal Studios (UNIV) site as further described in this Amendment No. 90 for a cost increase in the amount of \$60,717; (b) include SUS/RSUS for Dispatch Sites, Master Sites and DSR Site until June 30, 2022 for a cost increase in the amount of \$28,587; (c) include an Asset Management license renewal until December 31, 2022 for a cost increase in the amount of \$65,364; (d) include repair and restoration services at LMR System Sites as needed on a Time and Material basis for a not-to-exceed amount of \$80,000; (e) increase the Maximum Contract Sum by \$234,668 from \$214,730,005 to \$214,964,673; and (f) make other certain changes as set forth in Amendment No. 90.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate a cost neutral change order to remove equipment for LARTCS and ACVRS subsystems at forty-six (46) sites and install equipment at seven (7) sites; (b) incorporate a change order to reflect equipment delivery and data analysis for an interference investigation at Oat Mountain Nike (ONK), Signal Hill (SGH), and Criminal Court Building (CCT) for a cost increase of \$14,806; (c) reflect a reconciliation of a change order related to soil removal at the Rio Hondo (RIH) site resulting in a cost decrease in an amount of \$41,676; (d) decrease the Maximum Contract Sum by \$26,870 from \$214,964,673 to \$214,937,803 when taking the cost increase and decrease into consideration, and (e) make other certain changes as set forth in Amendment No. 91.

This Amendment No. 91 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. 91, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

- <u>Capitalized Terms</u>; <u>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. 91 refer to sections of the Agreement, as amended by this Amendment No. 91.
- 2. <u>LMR Change Order Modifications</u>. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7096 and COR No. MSI-7098, which is included herein by this reference, pursuant to 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). Additionally, the parties agree and acknowledge the Contractor will no longer perform the Work related to soil removal for the Rio Hondo (RIH) site as contemplated in COR No. MSI-6040.

ltem No.	Site ID	Site Name	COR No.	Description	Amount
1.	Various	Various	MSI-7096	LMR MLC8000 Replacement by GRV8000	\$0
2.	ONK/ SGH/CCT	Oat Mountain Nike/Signal Hill/Criminal Court Building	MSI-7098	Interference Investigation	\$14.806
3.	RIH	Rio Hondo	MSI-6040	Soil Removal	(\$41,676)
				TOTAL AMOUNT:	(\$26,870)

#### 3. <u>Amendments to 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 Fourteen Million, Nine Hundred Thirty-Seven Thousand, Eight Hundred Three Dollars (\$214,937,803) 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 One Hundred Fifty-Seven Million, Six Hundred Sixty-Three Thousand, Five Hundred Sixty-Five Dollars (\$157,663,565). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

#### 3. <u>Amendments to Agreement Exhibits</u>.

- 3.1 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. 91 and incorporated herein by this reference.
- 3.2 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. 91 and incorporated herein by this reference.

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- 3.3 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. 91 and incorporated herein by this reference.
- 4. This Amendment No. 91 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 4.1 An authorized agent of Contractor has executed this Amendment No. 91;
  - 4.2 Los Angeles County Counsel has approved this Amendment No. 91 as to form;
  - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 91; and
  - 4.4 The Executive Director of the Authority has executed this Amendment No. 91.
- 5. Except as expressly provided in this Amendment No. 91, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
- 6. Contractor and the person executing this Amendment No. 91 on behalf of Contractor represent and warrant that the person executing this Amendment No. 91 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 91, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 7. This Amendment No. 91 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

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## **AGENDA ITEM L - ENCLOSURE**

#### AMENDMENT NUMBER NINETY-ONE TO AGREEMENT NO. LA-RICS 007 FOR EGIONAL INTEROPERABLE COMMUNICATIONS

#### LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 91 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

Ву: \_\_\_\_\_

Truc L. Moore Principal Deputy County Counsel

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Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 91

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY										
Summary		Unilateral Pption Sum	Co	ontract Sum Full Payable Amount		10% Holdback Amount	N	Payment Iinus 10% Holdback Amount		
Phase 1 <sup>(Note 1)</sup>	\$	-	\$	41,754,828	\$	3,117,312	\$	38,637,516		
Phase 2	\$	-	\$	43,222,351	\$	4,212,845	\$	39,009,506		
Phase 3	\$	-	\$	56,336,725	\$	4,230,075	\$	52,106,650		
Phase 4	\$	-	\$	20,732,004	\$	2,009,828	\$	18,722,174		
SUBTOTAL (Phases 1 to 4):	\$	-	\$	162,045,908	\$	13,570,061	\$	148,475,846		
Phase 5 (15 Years)	\$	55,898,518	\$	-	\$	-	\$	55,898,518		
TOTAL (Phases 1 to 5):	\$	55,898,518	\$	162,045,908	\$	13,570,061	\$	204,374,364		
Bounded Area Coverage Additive Alternate (Note 1)	\$	<del></del>	\$		\$	<del>1,910,937_</del>	\$	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	\$	<del></del>	\$		\$	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			\$	3,335,925	\$	333,593	\$	3,002,333		
LMR Unilateral Amendments			\$	1,294,103	\$	129,410	\$	1,164,693		
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			\$	1,959,087			\$	1,959,087		
SUBTOTAL	\$	130,552,956	\$	174,550,586	\$	21,718,507	\$	283,385,033		
TOTAL CONTRACT SUM:	\$174,550,586									
LMR Discounts <sup>(Note 2)</sup>	-\$16,815,301									
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	act \$214,937,803									

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)

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

Change Order Number	Site ID	Item/Category	Contract Sum Payable Amoun		10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Amendment No. 28				
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	5	s -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,20	0 \$	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,91			\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,63	4 \$	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	<u>\$</u>	5	c	<del>s</del>
MSI-012 MSI-015	BUR1	MSI-012 BIR 3D Models per Automy request DSM, DTR, TWR MSI-015 BUR1 SCE Engineering Fee	\$ 3,30	-		\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 59			\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,30	-		\$ 2,977
		Amendment No. 28 Subtotal	\$ 24,95	3 5	\$ 2,495	\$ 22,458
		Amendment No. 29				
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,40	5 §	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,22		\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,42			\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,40	_		\$ 3,960
		Amendment No. 29 Subtotal	\$ 38,45	6 5	\$ 3,846	\$ 34,610
		Amendment No. 30	-			
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,19	_		\$ 3,776
		Amendment No. 30 Subtotal	\$ 4,19	5 5	\$ 420	\$ 3,776
		Amendment No. 31			-	
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,63			,
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,74	-		\$ 8,771
MSI-1321 MSI-1267R	AGH LARICSHQ	MSI-1321 Additional Title, Survey, Research MSI-1267R Environmental Testing ACM and LPC Services	\$ 2,10 \$ 4,09			\$ 1,890 \$ 3,686
MBI-1207K	LARCESHQ		\$ 4,09 \$ 19,57			\$ 3,080 \$ 17,616
		Amendment No. 31 Subtotal Amendment No. 33	\$ 19,57	3 3	\$ 1,957	5 17,010
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,49	0 5	5 1,749	\$ 15,741
10151 1520	WILWI	Amendment No. 33 Subtotal	\$ 17,49		. ,	\$ 15,741 \$ 15,741
		Amendment No. 35 Subtotal Amendment No. 34	\$ 17,47		\$ 1,747	5 13,741
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,50	3 5	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound		1 \$		
		Amendment No. 34 Subtotal	\$ 90,74			
		Amendment No. 35	<i> </i>		¢ ,,,,,,	\$ 01,070
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,11	5 8	5 1,312	\$ 11,804
		Amendment No. 35 Subtotal	\$ 13,11			
		Amendment No. 36	• • • • • • • • •			*,
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,95	2 8	\$ 495	\$ 4,457
		Amendment No. 36 Subtotal		2 3		
		Amendment No. 37				,,
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,75	4 §	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,11			,
MSI-5015	CRN	CRN Permanent Fence	\$ 5,04			
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,33		. ,	
MSI-5031	HPK	HPK SCE Trenching	\$ 12,62	3 \$	\$ 1,262	\$ 11,361

LA-RICS LMR Agreement **AGENDA ITEM L - ENCLOSURE** 

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 91

Change Order Number	Site ID	Item/Category		ntract Sum - able Amount	10'	% Holdback Amount		Payable Amount Less 0% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$	9,765	\$	977	\$	8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$	2,703	\$	270	\$	2,433
		Amendment No. 37 Subtotal	\$	56,337	\$	5,634	\$	50,703
MSI-5017	PMT	Amendment No. 38 PMT 2nd GeoTechnical Engineering Services	\$	23,626	\$	2,363	\$	21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$	4,725	ծ \$	473	\$ \$	4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment	φ	4,723	\$		\$	
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	VPK	VPK Tower Foundation	\$	34,102	\$	3,410	\$	30,692
MSI-5006	VPK	VPK Power Run	\$	50,027	\$	5,003	\$	45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$	(68,141)	\$	(6,814)	\$	(61,327)
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 MSI-5050	MDI WWY	MDI Addition Topo Survey WWY Native American Monitoring	\$ \$	2,100 580	\$ \$	210 58	\$ \$	1,890 522
WISI-3030	** ** 1	Amendment No. 38 Subtotal	\$ \$	(47,393)	•	(4,739)	•	(42,654)
		Amendment No. 38 Subtotal Amendment No. 39	3	(47,393)	Φ	(4,739)	Φ	(42,034)
MSI-5073	AGH	AGH Encroachment Permit Fee	¢	4 807	¢	401	¢	4 226
MSI-5075 MSI-5045	CCB	CCB Abatement and Remediation Work	\$ \$	4,807	\$ \$	481	\$ \$	4,326 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work Rev.1	\$	43,271	\$	4,327	\$	38,944
MSI-5068	SPH	SPH Lease Exhibit Option Rev.1	\$	1,065	\$	107	\$	959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$	11,338	\$	1,134	\$	10,204
		Amendment No. 39 Subtotal	\$	73,606	\$	7,361	\$	66,245
		Amendment No. 41		,		,		
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	\$		<del>\$</del>		\$	
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	\$	2,200	\$	220	\$	1,980
		Amendment No. 41 Subtotal	\$	245,478	\$	24,548	\$	220,930
MSI-6017	RIH	Amendment No. 43 and Amendment No. Addition of Microwave Link		51 604	¢	5 160	¢	16 111
MSI-6017 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
		nt No. 43 and Amendment No. 44 Subtotal	\$	187,953	\$	18,795	\$	169,158
	. Intertuillet	Amendment No. 45	-	101,700		-0,775		107,150
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		
		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

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 91

Change Order Number	Site ID	Item/Category	Contract Payable A		10% Holdba Amount	ck	Payable Amount Less 10% Holdback Amoun
		Amendment No. 47					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services		74,641	\$ 17,4		\$ 157,17
MSI-6045 MSI-6040	ONK <del>RIH</del>	Add ONK Prime Site and ASR Soil Removal	\$ 4	38,279	\$ 43,8	28	\$ 394,45
MSI- 6031	BHS	Soil Removal	5	41.577	\$ 41		\$ 27.41
MSI-6042	LPC	Soil Removal		41,577	\$ 4,1 \$ 4.1		\$ 37,41 \$ 37,66
MSI-6042 MSI-6041	MDI	Soil Sampling		41,854	\$ 4,1 \$ 1,0		\$ 37,60 \$ 9,12
MSI-6034	RHT	Additional Topography	\$ \$	3,733	÷ ,:	-	\$ 9,12 \$ 3,36
10151 0054	RITI	Amendment No. 47 Subtotal		<b>10,217</b>	\$ 71,0		\$ 639.19
		Amendment No. 48	φ 7	10,217	\$ 71,0		¢ 007,17
MSI-6064	AGH	Easement Payment	\$	4,055	\$ 4	06	\$ 3,65
MSI-6062	ТОР	Monopole Painted Neutral Brown	\$	6,104	-		\$ 5,49
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$	0,104	<u>\$</u> \$		\$ 5,45
		Amendment No. 48 Subtotal		10,159	\$ 1,0		\$ 9,14
		Amendment No. 49	÷	10,107	\$ 190		<i>• &gt;</i> ,2
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 1	10,000	\$ 11.0	00	\$ 99.00
		Removing impediments to road access caused by erosion to the site	•	.,	, ,,		
MSI-6067	MTL2	road, etc	\$	-	\$	-	\$
MSI-6069	LARICS	Audio Loopback	\$	-	\$	-	\$
		Amendment No. 49 Subtotal	\$ 1	10,000	\$ 11,0	00	\$ 99,00
		Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System		13,678	\$ 1,3	68	\$ 12,3
MSI-6077	PRG	VIAMM Implementation	\$	38,615	\$ 3,8	62	\$ 34,75
MGI (00)		BJM & TWR Generator Noise Mitigation Engineering Assessment					
MSI-6086	BJM/TWR	Services		21,211	\$ 22,1		\$ 199,09
MSI-6079	MML	MML Buried Concrete and Rebar Remova		01,604	\$ 10,1	_	\$ 91,44
		Amendment No. 50 Subtotal	\$ 3	75,108	\$ 37,5	11	\$ 337,59
		Amendment No. 51					
MSI-6094/							
MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$	11,617	\$ 1,1	62	\$ 10,43
MSI-6096	CCB	Microwave Installation Modification	\$	-	\$	-	\$
		Amendment No. 51 Subtotal	\$	11,617	\$ 1,1	62	\$ 10,4
		Amendment No. 52					
MSI-7005	СРК	Road Work for Access	\$	23,393	\$ 2,3	30	\$ 21,0
MSI-7007	СРК	Utility Power Provision to CPK Site					
WISI-7007	CPK	·		10,966	\$ 1,0		\$ 9,8
		Amendment No. 52 Subtotal	\$	34,359	\$ 3,4	36	\$ 30,9
		Amendment No. 53					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 1	86,594	\$ 18,6	59	\$ 167,93
MSI-7010	MDI	Utility Power Work	\$ 1	55,866	\$ 15,5	87	\$ 140,2
		Amendment No. 53 Subtotal	\$ 3	42,460	\$ 34,2	46	\$ 308,2
		Amendment No. 54					
MSI-7011	RPVT	Utility Power Survey Services	\$	11,000	\$ 1,1	00	\$ 9,9
MSI-7012	WMP and WTR	Utility Power Work	\$ 1	21,895	\$ 12,1	90	\$ 109,7
MSI-7015	СРК	Subgrade Concrete Structure Evaluation Services	\$	5,812			\$ 5,2
		Amendment No. 54 Subtotal	\$ 1	38,707	\$ 13,8	71	\$ 124,83
		Amendment No. 55					
MSI-7013	ТОР	Outdoor Power System and Equipment	\$ 1	96,126	\$ 19,6	13	\$ 176,5
		Amendment No. 55 Subtotal	\$ 1	96,126	\$ 19,6	_	\$ 176,5

**AGENDA ITEM L - ENCLOSURE** 

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 91

Change Order Number	Site ID	Item/Category		Contract Sum - ayable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	ТОР	Biota Reports	\$	13,972	\$ 1,397	\$ 12,57
		Amendment No. 56 Subtotal	\$	13,972		\$ 12,57
		Amendment No. 5	7	,		
MSI-7024	СРК	Removal of Subgrade Concrete Structure	\$	8,566	\$ 857	\$ 7,70
		Amendment No. 57 Subtotal	\$	8,566	\$ 857	\$ 7,70
		Amendment No. 5	8			
MSI-7025	UNIV	Redesign Work	\$	61,668	\$ 6,167	\$ 55,50
		Amendment No. 58 Subtotal	\$	61,668	\$ 6,167	\$ 55,50
		Amendment No. 5	9			
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$	5,282	\$ 528	\$ 4,75
MSI-7044	RPVT	Antenna Powder Coating	\$	6,874	\$ 687	\$ 6,18
MSI-7051	LAC072	Antenna Powder Coating	\$	509	\$ 51	\$ 45
MSI-7045	MML	Utility Power Survey	\$	3,465	\$ 347	\$ 3,11
		Amendment No. 59 Subtotal	\$	16,130	\$ 1,613	\$ 14,51
	U/TD	Amendment No. 6				
MSI-7060	WTR	Utility Power Provision	\$	10,788	\$ 1,079	\$ 9,70
		Amendment No. 63 Subtotal	\$	10,788	\$ 1,079	\$ 9,70
MSI-7064/	1	Amendment No. 64 and Amen	dment No. 88			
MSI-7090	TWR	Survey for SCE Conveyance	\$	12,428	\$ 1,243	\$ 11,18
11151 7090		nt No. 64 nd Amendment No. 88 Subtotal	5 \$	12,428	,	
	Amenume	Amendment No. 36 Subtetal	-	12,420	\$ 1,243	\$ 11,10
MSI-7072	UNIV	Power Meter Payment	\$	8,494	\$ 849	\$ 7,64
MSI-7067	FRP	Bollards Around SCE Transformer	\$	7,636	\$ 764	\$ 6,87
		Amendment No. 77 Subtotal	\$	16,130		÷ -j-:
		Amendment No. 8		.,	, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,	
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$	17,412	\$ 1,741	\$ 15,67
	•	Amendment No. 83 Subtotal	\$	17,412	\$ 1,741	\$ 15,67
		Amendment No. 8	6			
MSI-7080		LMR DTVRS UHF Information Only Coverage Testing	\$	-	\$-	\$
MSI-7085	GRM	Surveying for Power Easement	\$	6,197	\$ 620	\$ 5,57
MSI-7084	PMT	Road Maintenance	\$	5,241	\$ 524	\$ 4,71
MSI-7086	WMP	Road Maintenance	\$	2,948	\$ 295	\$ 2,65
		Amendment No. 86 Subtotal	\$	14,386	\$ 1,439	\$ 12,94
	Ī	Amendment No. 8				
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shiel		15 510	<b>*</b> 1.550	<b>.</b> 12.0 <i>c</i>
MSI-7083 MSI-7089	BKK	Awnings MPLS Reconfiguration	\$	15,518	\$ 1,552	
MSI-7089 MSI-7091		iPASONET Server Replacement	\$	414	\$ 41	\$ 37
M31-7091		Amendment No. 88 Subtotal	\$ \$	15,932	\$ - \$ 1,593	\$ \$ 14,33
		Amendment No. 88 Subtotal Amendment No. 9		15,952	\$ 1,595	\$ 14,55
MSI-7092	UNIV	Fire Suppression System	\$	60,717	\$ 6,072	\$ 54,64
	5111	Amendment No. 90 Subtotal	\$	60,717		,
		Amendment No. 90 Subtotal Amendment No. 9		00,717	• 0,072	¢ 34,04
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$	-	\$ -	\$
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$	14,806	\$ 1,481	\$ 13,32
		Amendment No. 91 Subtotal	\$	14,806		\$ 13,32 \$
		IANGE ORDER MODIFICATIONS	\$	3,335,925	\$ 333,593	\$ 3,002,333

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 final

#### SCHEDULE OF PAYMENTS

#### **EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE**

TOTAL HOLDBACK AS OF MENDMENT NO. 91	HOLDBACK
Phases 1 to 4 Holdback	13,570,061
LMR Change Order Modifications Holdback	333,593
LMR Unilateral Amendments Holdback	129,410
MPLS Mobile Backhaul Holdback	220,000
Subsystem Hold Back Total	14,253,064

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	\$554,045	\$149,481	\$705,989	\$2,587,572
DTVRS	3/10/2023	55%	\$5,069,545	\$1,409,776	\$3,082,219	\$826,817	\$3,937,753	\$14,326,110
LARTCS	7/28/2023	10%	\$921,735	\$256,323	\$554,045	\$149,481	\$705,989	\$2,587,572
ACVRS	8/3/2023	20%	\$1,843,471	\$512,646	\$1,113,714	\$300,000	\$1,424,157	\$5,193,989
NMDN (Phase 2) Completion final System Documentation	9/26/2023	5%	\$460,868	\$128,161	\$270,071	\$74,221	\$346,901	\$1,280,222
Functional Test Acceptance				\$380,828	\$21,157		\$21,157	\$423,142
Special Operational Test Acceptance				<del>\$0</del>	<del>\$0</del>		<del>\$0</del>	<del>\$9</del>
Stroce Tost Acceptance				<del>\$0</del>	<del>\$0</del>		<del>\$0</del>	<del>\$0</del>
Voice Aerial Coverage Test Acceptance				<del>\$0</del>	<del>\$0</del>		<del>\$0</del>	<del>9</del>
Voice Waterway Coverage Test Acceptance				<del>\$0</del>	<del>\$0</del>		<del>\$0</del>	<del>\$0</del>
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	\$3,086,867	\$5,603,184	\$1,500,000	\$7,149,879	\$26,557,285

### **AGENDA ITEM L - ENCLOSURE**