



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

SPECIAL BOARD OF DIRECTORS MEETING

Wednesday, October 12, 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: 266 226 275#

AGENDA POSTED: October 11, 2022

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

*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.	Anthony Marrone (Vice-Chair) , Acting 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.	Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg , Assistant Director, 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 At-Large Seat #8 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #8 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	Brian Leyn , Captain At-Large Seat #10 (City of Signal Hill Police Department)	10.	Vacant Seat At-Large Seat #10 (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 Deputy
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 – NONE
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR – NONE
- VI. REPORTS – NONE
- VII. DISCUSSION ITEMS – NONE
- VIII. ADMINISTRATIVE MATTERS (A)
 - A. APPROVE AMENDMENT NO. 104 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM

It is recommended that your Board:

1. Approve Amendment No. 104 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) to allow MSI to provide bridge warranty services for the NMDN Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and the Common Platform Elements upon acceptance of Provisional LMR Subsystem Acceptance for the NMDN Subsystem (Phase 1), to bridge the gap in warranty services for a period of twelve (12) months until such time as Final LMR System Acceptance is achieved, for a cost increase in the amount of \$1,067,684.
2. Authorize an increase to the Maximum Contract Sum in an amount of \$1,067,684 from \$215,207,751 to \$216,275,435 when taking the recommended action into consideration.
3. Delegate authority to the Executive Director to finalize, negotiate, and execute Amendment No. 104, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

Agenda Item A



IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, November 3, 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 as soon as possible. (323) 881-8291 or (323) 881-8295.

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

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

October 12, 2022

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

Dear Directors:

APPROVE AMENDMENT NO. 104 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 104 to Agreement No. LA-RICS 007 (Agreement) to enter into a bridge warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), the corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and the Common Platform Elements for a cost increase in the amount of \$1,067,684.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 104 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) to allow MSI to provide bridge warranty services for the NMDN Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and the Common Platform Elements upon acceptance of Provisional LMR Subsystem Acceptance for the NMDN Subsystem (Phase 1), to bridge the gap in warranty services for a period of twelve (12) months until such time as Final LMR System Acceptance is achieved, for a cost increase in the amount of \$1,067,684.
2. Authorize an increase to the Maximum Contract Sum in an amount of \$1,067,684 from \$215,207,751 to \$216,275,435 when taking the recommended action into consideration.
3. Delegate authority to the Executive Director to finalize, negotiate, and execute Amendment No. 104, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

AGENDA ITEM A

BACKGROUND

On October 7, 2021, your Board approved Amendment No. 82, which among other things, transitioned to a phased subsystem acceptance approach, whereby the Authority would approve the subsystems that makeup the LMR System (i.e Analog Conventional Voice Radio Subsystem (ACVRS), Digital Trunked Voice Radio Subsystem (DTVRS), Los Angeles Regional Tactical Communications Subsystem (LARTCS), and NMDN) on a subsystem basis in the form of Provisional LMR Subsystem Acceptance. Once all subsystems have achieved Provisional LMR Subsystem Acceptance, Final LMR System Acceptance can be achieved, which will continue to allow the LMR System to have a Warranty Period for one more year after Final LMR System Acceptance.

Over the past several months, the Authority and MSI have been working collaboratively to achieve subsystem acceptance and to discuss a bridge warranty for each of the subsystems. The Authority is pleased to report that the initial NMDN Subsystem identified as Phase 1, is ready for Provisional LMR Subsystem Acceptance. In connection with this acceptance, Authority staff is recommending entering into bridge warranty services for the NMDN Subsystem (Phase 1), the Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and the Common Platform Elements upon acceptance of Provisional LMR Subsystem Acceptance for NMDN (Phase 1) to bridge the gap in warranty services until such time as Final LMR System Acceptance is achieved, which is currently slated for October 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 104 to bridge the gap in warranty services for the NMDN (Phase 1) Subsystem, NMDN (Phase 1) Backhaul Subsystem, and Common Platform Elements for a period of twelve (12) months in the amount of \$1,067,684.

It is necessary to bridge the gap in warranty services for the NMDN Subsystem and corresponding sites to ensure the equipment and subsystem is fully functional and operational at all times. These bridge warranty services will allow MSI to respond to and resolve any and all equipment malfunctions (repair/replace) as may be needed to ensure the NMDN Subsystem (Phase 1), Backhaul Subsystem necessary for use with the NMDN Subsystem (Phase 1), and Common Platform Elements are fully functional and up to public safety grade standards.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 104 increase the Maximum Contract Sum in the amount of \$1,067,684 from \$215,207,751 to \$216,275,435. If approved by your Board, Amendment No. 104 will be fully funded by the Urban Areas Security Initiative (UASI) 2022 grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

RECITALS

This Amendment Number One Hundred Four (together with all exhibits, attachments, and schedules hereto, "Amendment No. 104") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October _____ 2022, based on the following recitals:

Whereas, 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").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the

NMDN Subsystem (Phase 1), and Common Platform Elements to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in this Amendment No. 104.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 104, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 104 refer to sections of the Agreement, as amended by this Amendment No. 104.

2. NMDN Subsystem (Phase 1), Backhaul Subsystem in Use with NMDN Subsystem (Phase 1), and Common Platform Elements Bridge Warranty. The parties agree and acknowledge to include bridge warranty services for the NMDN Subsystem (Phase 1), Backhaul Subsystem in use with NMDN Subsystem (Phase 1), and Common Platform Elements to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved. The parties further agree and acknowledge that such work will be performed for a period of twelve (12) months in accordance with Attachment A (Bridge Warranty Maintenance Service Terms and Conditions) attached to this this Amendment No. 104, the NMDN Phase 1 Warranty Support Plan dated September 20, 2022, that is still being mutually agreed upon by both parties, and this Amendment No. 104, in exchange for the amounts set forth in Exhibit C.23 (LMR Subsystem Bridge Warranty), which is being incorporated into the Agreement by way of this Amendment No. 104.

3. Amendments to the Agreement.
 - 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 "Maximum Contract Sum" under this Agreement is Two Hundred Sixteen Million, Two Hundred Seventy-Five Thousand, Four Hundred Thirty-Five Dollars (\$216,275,435) 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 Sixty Million, Four Thousand, Four Hundred Twenty Dollars (\$160,004,420). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.
4. Amendments to Agreement Exhibits.
- 4.1 Exhibit 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. 104 and incorporated herein by this reference.
- 4.4 A new Exhibit, Exhibit C.23 (LMR Subsystem Bridge Warranty), is included into Exhibit C (Schedule of Payments), which is attached to this Amendment No. 104 and incorporated herein by this reference.
- 4.5 Attachment A (Bridge Warranty Maintenance Service Terms and Conditions) is attached to this Amendment No. 104, and incorporated herein by this reference.
5. This Amendment No. 104 shall become effective as of the date identified in the recitals, which is the date upon which:
- 5.1 An authorized agent of Contractor has executed this Amendment No. 104;
- 5.2 Los Angeles County Counsel has approved this Amendment No. 104 as to form;
- 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 104;
- 5.4 The Executive Director of the Authority has executed this Amendment No. 104.
6. Except as expressly provided in this Amendment No. 104, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.

7. Contractor and the person executing this Amendment No. 104 on behalf of Contractor represent and warrant that the person executing this Amendment No. 104 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 104, and that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 104 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 104 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

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

DAWYN R. HARRISON
Acting County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 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):	\$ -	\$ 162,045,907	\$ 13,570,061	\$ 148,475,845
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,045,907	\$ 13,570,061	\$ 204,374,364
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,500,042	\$ 350,004	\$ 3,150,038
LMR Unilateral Amendments		\$ 1,395,361	\$ 139,536	\$ 1,255,825
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		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 1,067,683		\$ 1,067,683
SUBTOTAL	\$ 130,552,956	\$ 175,912,231	\$ 21,745,045	\$ 284,720,141
TOTAL CONTRACT SUM:	\$175,912,231			
LMR Discounts ^(Note 2)	-\$16,839,315			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$216,275,434			

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.

**SCHEDULE OF PAYMENTS
EXHIBIT C.23 - LMR SUBSYSTEM BRIDGE WARRANTY**

Services and System Description	Provider	Sites	Units	Service Period	Contract Sum - Payable Amount
AMENDMENT NO. 104					
Common Platform Subsystem, Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), and Backhaul Subsystem for Use with NMDN Subsystem (Phase 1)					
COMMON PLATFORM ENVIRONMENTAL & SITE SUPPORT ELEMENTS 3rd Party Services				October 2022 - October 2023 (12 Months)	
Generator Extended Warranties	Cummins	42	42	12 Months	\$ 53,066
Generator Preventative Maintenance Contract (Annual)	Cummins	42	42	12 Months	\$ 64,561
Generator Extended Warranty (PMT)	Kohler	1	1	12 Months	\$ 1,010
Generator Preventive Maintenance Contract (PMT) (Annual)	Kohler	1	1	12 Months	\$ 1,088
Generator Extended Warranty (SPH)	Generac	1	1	12 Months	\$ 1,100
Generator Preventative Maintenance Contract (SPH) (Annual)	Generac	1	1	12 Months	\$ 1,650
Automatic Transfer Switches Extended Warranties	Cummins	44	86	12 Months	\$ 24,895
Solar System Preventative Maintenance Contract (PMT) (Annual)	ISC	1	1	12 Months	\$ 8,800
AQMD/AVAQMD Permit Renewals (Annual as due)	Various	42	42	12 Months	\$ 42,258
CUPA-CERS Inspections & Permit Renewals (Annual as due)	Various	50	50	12 Months	\$ 41,107
Fuel Polishing and Delivery System Inspection (Annual)	Amber/Dion	44	44	12 Months	\$ 98,800
DPF Filter Inspection/Cleaning (POM/RHT/RPVT/LASDTEM) (Annual)	Amber/Dion	4	4	12 Months	\$ 6,600
Fuel Tank Monitoring System Calibration (Annual)	JDS Tank	44	44	12 Months	\$ 41,580
Fuel Tank Testing – Day Tanks (LACF072/RHT) (Annual)	JDS Tank	2	2	12 Months	\$ 3,300
Fire Suppression System Re-Certification (Semi-Annual)	FPS	47	47	12 Months	\$ 106,590
Fire Extinguisher Insp. (3/site) (Annual) Included with FSS Re-Certification)	FPS	47	141	12 Months	\$ -
HVAC Systems Preventative Maintenance Contract (Semi-Annual)	Flynn Air	61	175	12 Months	\$ 138,771
DC Systems & Battery Plant Preventative Maintenance Contract (Annual)	SEPS	47	47	12 Months	\$ 44,550
UPS & Battery Plant Preventative Maintenance Contract (PLM) (Annual)	SEPS	1	1	12 Months	\$ 4,469
Site/Compound Weed Abatement (Semi-Annual)	Airwave	33	33	12 Months	\$ 58,080
Asset Management (InforEAM) System Licenses (1-1-23 to 12-31-23)	Motorola	1	-	12 Months	\$ 49,023
Nokia MPLS Extended Warranty: (3-15-23 to 11-14-23)	Nokia	63	204	12 Months	\$ 93,385
Subtotal for Common Platform Subsystem:					\$ 884,683
NMDN-1 – RADIO MOBILE SUB-SYSTEM Motorola and OEM Provided Warranty Services				October 2022 - October 2023 (12 Months)	
Motorola Advanced Package Provided Services:					
--Network Monitoring	Motorola				
--Dispatch	Motorola				
--Remote Technical Support (Covered by Radio Mobile Warranty)	OEM				
--On-Site	Motorola				
--Board, FRU & Spares Support (Repair/Return covered by Radio Mobile Warranty)	Motorola/OEM				
--Annual Preventative Maintenance Inspection	Motorola				
--System Reporting	Motorola				
NMDN-1 RADIO MOBILE EQUIPMENT	Motorola/OEM				
--RadioMobile Master Site Equipment (2) IQ Mobile Servers	Motorola/OEM	1	2		
--RadioMobile Site Base Radios (Tait) (2) per RF Site	Motorola/OEM	14	28		
--RadioMobile Site Base Station Controllers (2) Per RF Site, (2) Test Bed	Motorola/OEM	14	28		
--RF Sites--RFDS/APM/TTA/Combiners//Multi-couplers/antennas/Lines,etc.	Motorola/OEM	14	-		
Subtotal for Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1):					\$ 29,400
BACKHAUL SITES IN USE WITH NMDN-1 Motorola and OEM Provided Warranty Services				October 2022 - October 2023 (12 Months)	
Motorola Advanced Package Provided Services:				12 Months	
--Network Monitoring	Motorola			12 Months	
--Dispatch	Motorola			12 Months	
--Remote Technical Support (Covered by NEC Warranty)	OEM			12 Months	
--On-Site	Motorola			12 Months	
--Board, FRU and Spares Support (Repair/Return covered by NEC Warranty)	Motorola/OEM			12 Months	
--Annual Preventative Maintenance Inspection	Motorola/OEM			12 Months	

Services and System Description	Provider	Sites	Units	Service Period	Contract Sum - Payable Amount
--System Reporting	Motorola			12 Months	
NMDN-1 BACKHAUL Network Equipment:	Motorola/OEM			12 Months	
--NEC Microwave; (4) ODU RF Stations, with (4) Modems, per site	Motorola/OEM	38	152	12 Months	
--NEC Microwave Site Support Equipment, MW Dishes, Trans Lines, etc.	Motorola/OEM	-	-	12 Months	
--NOKIA MPLS – (MSI NMO/NOC/Field Support, OEM Extended Warranty for devices)	Motorola/OEM	38	152	12 Months	
--Network, Routing and Switches and SMMS and Orderwire Equipment	Motorola/OEM	-	-	12 Months	
Subtotal for NMDN Backhaul Subsystem (Phase 1):					\$ 153,600
Total for Amendment No. 104:					\$ 1,067,683
TOTAL FOR ALL LMR SUBSYSTEM BRIDGE WARRANTY					\$1,067,683

ATTACHMENT A TO LMR AMENDMENT NO. 104
BRIDGE WARRANTY MAINTENANCE SERVICE TERMS AND CONDITIONS

The services and pricing provided in the quote, that forms part of Amendment No. 104, pertain to the NMDN-1 and Common Platform phases only. Bridge Warranty quotes pertaining to all additional subsystems will be submitted under separate cover and submissions.

The duration of the Bridge Warranty coverage for the NMDN-1 and Common Platform subsystems is subject to change based upon the date of the NMDN-1 and Common Platform subsystem acceptance and the date of receipt of the Notice to Proceed (NTP) for this NMDN-1 and Common Platform Bridge Warranty Service Agreement. For purposes of the quote, that forms part of Amendment No. 104, pricing for 12 months of coverage is being used. Refer to Exhibit C.23 (LMR Subsystem Bridge Warranty) for pricing details.

The Services described for both Motorola and/or 3rd Party subcontractors will be performed in accordance with the NMDN Phase-1 Warranty Support plan dated September 20, 2022, (Prolog submission MSI-LMR-4676), it describes in detail the services and associated Statements of Work in support of those services captioned in this Bridge Warranty quote. The final pricing as shown on the quote, that forms part of Amendment No. 104, are predicated upon the mutual agreement and acceptance of the NMDN Phase-1 Warranty Support Plan dated (09/20/2022), deviations from that plan as submitted may result in price adjustments and, or Scope of Work changes to the quote, that forms part of Amendment No. 104.

Motorola Solutions Inc. ("Motorola") and the customer named in this Bridge Warranty Maintenance Service Agreement ("Customer") hereby agree as follows:

SECTION 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

SECTION 2. DEFINITIONS AND INTERPRETATION

- 2.1 "Agreement" means these Bridge Warranty Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments attached to Amendment No. 104, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

- 2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

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- 2.3 "Services" means those Bridge Warranty services in support of the NMDN-1 and Common Platform Sub-systems as referenced in Amendment No. 82 and cutover for beneficial use of those Sub-systems until LA-RICS Final System Acceptance, which includes what is set forth in the NMDN Phase-1 Warranty Support Plan dated 09/20/2022 that must still be mutually agreed to by both parties. As previously stated, the final pricing and Scope of Services in this Bridge Warranty quote, which forms part of Amendment No. 104, is predicated upon mutual approval and acceptance of the NMDN Phase-1 Warranty Support Plan.

SECTION 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in an NTP issued by Customer.

SECTION 4. SCOPE OF SERVICES

- 4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement.

At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

- 4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

- 4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

- 4.4 MSI has confirmed that all Equipment is in good working order on the Start Date or when additional equipment is added to the Agreement. MSI will maintain the equipment as described in the NMDN Phase-1 Warranty Support Plan, dated 09/20/2022.

If Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate, unless it is replaced during the Bridge Warranty period.

- 4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

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- 4.6 The NMDN Phase-1 Warranty Support Plan dated 09/20/2022 prescribes notification procedures for equipment failures and break fix remedies.

SECTION 5. EXCLUDED SERVICES

- 5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, neglect, acts of God or other force majeure events.
- 5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading of Equipment; Exhibit D, Section 6 "Exclusion of Implied Warranties" further defines Warranty Exclusions.

Motorola has no obligations for any non-Motorola provided transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

SECTION 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment.

Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. The Hours of Service and Response times for services to be provided under this Bridge Warranty quote are defined in the NMDN Phase-1 Warranty Support Plan dated 09/20/2022. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

SECTION 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola, per NMDN Phase-1 Warranty Support Plan dated 09/20/2022.

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SECTION 8. INVOICING AND PAYMENT

- 8.1 Motorola will bill the Customer in one lump sum amount at the beginning of the one (1) year of the Bridge Warranty services agreement period in support of the NMDN-1 and Common Platform Sub-systems. Motorola will submit a Work Acceptance Certificate ("WAC") for these Bridge Warranty services, and upon approval of the WAC, will invoice Customer for the total amount of the Bridge Warranty services as quoted.
- 8.1 Customer affirms that a notice to proceed is required for this Bridge Warranty service contract and will appropriate funds through the contract end date. Motorola will invoice Customer upon receipt of the Notice to Proceed. The total of the Bridge Warranty quote will be payable in advance at the initiation of the Bridge Warranty coverage.
- 8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

SECTION 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 10. DEFAULT/TERMINATION

Default and Terminations are addressed and governed by Agreement No. LA-RICS 007.

SECTION 11. LIMITATION OF LIABILITY

Limitation of Liability is addressed and governed by Agreement No. LA-RICS 007.

SECTION 12. EXCLUSIVE TERMS AND CONDITIONS

This Agreement and the Warranty Support Plan dated 09/20/2022 supersedes all prior

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and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

SECTION 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

Proprietary Information, Confidentiality and Intellectual Property Rights are addressed and governed by Agreement No. LA-RICS 007.

SECTION 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters. The Warranty Support Plan and the service offerings included in the NMDN1 Bridge Warranty Scope address regulatory agency interaction and responsibilities by each party.

SECTION 15. COVENANT NOT TO EMPLOY

Intentionally omitted.

SECTION 16. MATERIALS, TOOLS AND EQUIPMENT

Intentionally omitted.

SECTION 17. GENERAL TERMS

- 17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

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- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.