



AGENDA

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

SPECIAL BOARD OF DIRECTORS MEETING

Thursday, December 19, 2024, • 11:00 a.m.

LA-RICS Headquarters
2525 Corporate Pl., Suite 200,
Large Conference Room
Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: [Join the meeting now](#)

Call-in Number for the 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: 576 779 246#

AGENDA POSTED: December 18, 2024

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

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Chair) , Fire Chief County of Los Angeles Fire Department	2.	Michael Inman , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Vice-Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	David Sum , Acting Commander 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.	Vincent Capelle , Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association	5.	Michael Browne , Assistant Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief (Monterey Park) Los Angeles County Police Chief's Association	6.	Gustavo Jimenez , Police Captain (Monterey Park) Los Angeles County Police Chief's Association
7.	Joshua Nelson , City Manager (City of Industry) California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #3 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #3 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #2 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #2 (City of Inglewood Police Department)
10.	Chris Nigg , Fire Chief At-Large Seat #4 (City of La Verne Fire Department)	10.	Brandon Coatney , Deputy Fire Chief At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS
Scott Edson , LA-RICS Executive Director
Ronald Watson , LA-RICS Deputy Executive Director
Oscar Valdez , County of Los Angeles, Auditor-Controller
Elizabeth Buenrostro Ginsberg , County of Los Angeles, Treasurer and Tax Collector
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. 124 TO AGREEMENT NO. LA-RICS 007**

It is recommended that your Board:

- 1. Make the following findings:
 - a. Find that the approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at 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.
 - b. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities

for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.

- c. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
 - d. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
 - e. Find that inclusion of the five (5) Los Angeles County Sheriff Department's custody sites of MCJ, TTCF, CRDF, NCCF, and Ranch, which all consist of Motorola ASTRO ASR sites (four (4) P25 UHF trunked channels and two (2) UHF conventional standalone repeaters), in the Maintenance Services and LMR System SUA work, are exempt under CEQA Guidelines Section 15301 (Class 1), which exempts the operation, repair, and maintenance of existing facilities involving negligible or no expansion of existing or former use. The maintenance and SUA activities qualify for this this exemption, and none of the possible exceptions to this exemption would be triggered.
2. Approve the nine (9) year addition to the LMR System SUA Term and Amendment No. 124 to Agreement No. LA-RICS 007 as follows:
- a. Revise the term to reflect an additional nine (9) years in the amount of \$42,026,278, commencing on November 17, 2030 and concluding on November 16, 2039, if exercised.



- b. Include costs for certain interconnections funded by the UASI grant to further interoperability efforts in the region in the amount of \$1,740,000.
- c. Remove the Software Maintenance costs for Option Years 7 through 15 in the amount of \$2,293,959 as such scope and costs are covered under the LMR System SUA.
- d. Increase the Maximum Contract Sum in the net amount of \$41,472,319 from \$236,708,028 to \$278,180,347 to reflect the inclusion of the nine (9) year LMR System SUA term, as well as the UASI-funded interconnection costs, less the Software Maintenance costs.
- e. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 124, in substantially similar form to the enclosed Amendment (**Enclosure 2**), and issue Notices to Proceed (NTP) for this work, one for each year following budget appropriation, for a total maximum not-to-exceed amount of \$42,026,278

Agenda Item A

IX. MISCELLANEOUS – NONE

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, January 9, 2025, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



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 TRADUCCIÓN, 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

December 19, 2024

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

Dear Directors:

APPROVE AMENDMENT NO. 124 TO AGREEMENT NO. LA-RICS 007

SUBJECT

Board approval is requested to approve an additional nine (9) years of LMR System Maintenance and System Upgrade Costs (SUA), subject to yearly budget authorizations, and delegate authority to the Executive Director to execute Amendment No. 124 to Agreement No. LA-RICS 007 (Agreement) with Motorola Solutions, Inc. (MSI) to include an additional nine (9) years to the LMR System SUA Term, which if approved by your Board, would extend the term from November 17, 2030 through November 16, 2039, aligning the LMR System SUA Term with the LMR System Maintenance Term. The LMR System Maintenance and LMR System SUA will include, but not be limited to, ongoing maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, system upgrades, third party software updates, hardware replacements, and cybersecurity services. The total cost for the inclusion of the additional nine (9) years is \$42,026,278. Additionally, Amendment No. 124 includes, among other things, certain costs funded by the Urban Areas Security Initiative (UASI) grant program to finish interconnection work required to achieve regional interoperability for a cost in the amount of \$1,740,000. The detailed scope corresponding costs are further described in this Board Letter.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software

updates, hardware replacements, and cybersecurity services at the twenty-seven (27) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at 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.

- b. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
- c. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
- d. Find that approval of nine (9) additional years of LMR System SUA work and Amendment No. 124, which cover system upgrades, third party software updates, hardware replacements, and cybersecurity services at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018 and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.

- e. Find that inclusion of the five (5) Los Angeles County Sheriff Department's custody sites of MCJ, TTCF, CRDF, NCCF, and Ranch, which all consist of Motorola ASTRO ASR sites (four (4) P25 UHF trunked channels and two (2) UHF conventional standalone repeaters), in the Maintenance Services and LMR System SUA work, are exempt under CEQA Guidelines Section 15301 (Class 1), which exempts the operation, repair, and maintenance of existing facilities involving negligible or no expansion of existing or former use. The maintenance and SUA activities qualify for this this exemption, and none of the possible exceptions to this exemption would be triggered.
2. Approve the nine (9) year addition to the LMR System SUA Term and Amendment No. 124 to Agreement No. LA-RICS 007 as follows:
- a. Revise the term to reflect an additional nine (9) years in the amount of \$42,026,278, commencing on November 17, 2030 and concluding on November 16, 2039, if exercised.
 - b. Include costs for certain interconnections funded by the UASI grant to further interoperability efforts in the region in the amount of \$1,740,000.
 - c. Remove the Software Maintenance costs for Option Years 7 through 15 in the amount of \$2,293,959 as such scope and costs are covered under the LMR System SUA.
 - d. Increase the Maximum Contract Sum in the net amount of \$41,472,319 from \$236,708,028 to \$278,180,347 to reflect the inclusion of the nine (9) year LMR System SUA term, as well as the UASI-funded interconnection costs, less the Software Maintenance costs.
 - e. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 124, in substantially similar form to the enclosed Amendment **(Enclosure 2)**, and issue Notices to Proceed (NTP) for this work, one for each year following budget appropriation, for a total maximum not-to-exceed amount of \$42,026,278.

BACKGROUND

As your Board is aware, the Authority entered into the first year of LMR System Maintenance on November 17, 2024, which included, among other things, LMR System SUA work.

On October 3, 2024, your Board approved Amendment No. 123, which incorporated into the Agreement LMR System SUA for a term of only six (6) years. However, the

Maintenance Work for the LMR System in the current LMR Agreement was for a term of fifteen (15) years. The expectation was to return to your Board with costs for an LMR System SUA term that aligned with the LMR System Maintenance term. Before your Board for consideration today is Amendment No. 124, which extends the term of LMR System SUA, which includes certain system upgrades (i.e., certain equipment upgrades, certain software updates, installation, and testing) that are necessary to, among various other things, ensure new functionally and security features are deployed to the LMR System in a timely manner, while in parallel extending the operational life of the LMR System.

Should your Board approve Amendment No. 124, the term with respect to the LMR System SUA will, among other things, be extended until November 16, 2039, allowing MSI to provide the Authority with SUA services as part of the LMR Maintenance Work for the LMR System for a fifteen (15) term that properly aligns with the LMR System Maintenance.

Moreover, Amendment No. 124 includes, among other things, the inclusion of certain interconnection work and corresponding costs that will allow the Authority to enable interoperability in the region, which will be funded by the Urban Area Security Initiative (UASI) Approval Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 124 to include a nine (9) year LMR System SUA and issue subsequent NTPs. The total amount for the nine (9) year term is \$42,026,278. Additionally, and among other things, approval of Amendment No. 124 will include certain interconnection costs in the amount of \$1,740,000. Lastly, Amendment No. 124 removes the Software Maintenance costs for Option Term Years 7-15 in the amount of \$2,293,959 as this is now covered and subsumed by the LMR System SUA.

If approved by your Board, Amendment 123 for the LMR Maintenance will commence after the initial six (6) year term on November 17, 2030 and conclude on November 16, 2039.

The scope of all Maintenance Work has been reviewed by Authority staff, the LA-RICS Technical team and Operational team and they recommend the amendment to your Board for consideration.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the LMR project at the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in Amendment No. 124 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance

with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Additionally, as the CEQA lead agency, the Authority previously determined on November 13, 2014, February 5, 2015, on December 17, 2015 and December 12, 2016, respectively in connection with twenty-six (26) sites identified in the enclosed CEQA Site List **(Enclosure 1)** that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these 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 the twenty-six (26) sites identified in the enclosed CEQA Site List **(Enclosure 1)** are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval of the currently recommended action for a nine (9) year LMR System SUA for these twenty-six (26) sites identified in the enclosed CEQA Site List **(Enclosure 1)**.

Also, as the CEQA lead agency, the Authority previously determined on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the four (4) sites identified in the enclosed CEQA Site List **(Enclosure 1)** and contemplated in Amendment No. 124 are exempt from review under CEQA pursuant to 14 Cal. Regs ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304, for the reasons as noted in the record of the project for each respective site, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from

one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303) and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action to include nine (9) year LMR System SUA for the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval of the recommended action to include a nine (9) year LMR System SUA for the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**).

The environmental impacts of the LMR System at one (1) site INDWT were evaluated in the MND for the INDWT project prepared by the LA-RICS Authority. On July 31, 2018, your Board adopted the MND for the INDWT project in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) for the INDWT project as a condition of approval for the project. There have been no changes to the activities proposed at site INDWT, or to the circumstances under which they will be undertaken, that would result in any new significant or more severe environmental impacts. The previously adopted MMP will continue to apply. Therefore, no further CEQA documentation is required in connection with the recommended action to include a nine (9) year LMR System SUA at site INDWT.

Finally, the inclusion of the five (5) Los Angeles County Sheriff Department's custody sites of MCJ, TTCF, CRDF, NCCF, and Ranch, which all consist of Motorola ASTRO ASR sites (four (4) P25 UHF trunked channels and two (2) UHF conventional standalone repeaters) in the Maintenance Services and LMR System SUA work, are exempt under CEQA Guidelines Section 15301 (Class 1), which exempts the operation, repair, and maintenance of existing facilities involving negligible or no expansion of existing or former use. These five sites, located in Los Angeles County, are existing custody sites. The maintenance and SUA activities qualify for this this exemption, and none of the possible exceptions to this exemption would be triggered.

Upon the Board's approval of the recommended actions for Amendment No. 124, the Authority will file a Notice of Determination (NOD) for the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines; will file a NOD for one (1) site INDWT with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15075 of the State CEQA Guidelines; and lastly will file Notices of Exemption (NOE) for the thirty (30) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and the five (5) LASD custody sites, with the County Clerk in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The activities contained in Amendment No. 124, the Maximum Contract Sum reflects the inclusion of an additional nine (9) years to the LMR System SUA term as well as the inclusion of certain UASI-funded interconnection costs, less Software Maintenance costs for a total net increase in the amount of \$41,472,319. NTPs will be issued to correspond with the yearly costs of the SUA following yearly budget appropriations.

If approved by your Board, the work contained within Amendment No. 124 will be funded in accordance with your Board's previously approved action taken on October 3, 2024 as reflected in your Adopted Budget for FY 2024-25. Subsequent Fiscal Years will be funded in accordance with your Adopted Funding Plan and corresponding annual appropriations.

With respect to subsequent LMR System SUA work, such costs will be included in the annual LA-RICS budget process. No Option Term for LMR System SUA costs will be exercised unless such costs have been included into the LA-RICS Operating Budget and adopted by your Board.

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

LMR AMENDMENT 124
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
SITE LIST

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
ENVIRONMENTAL IMPACT REPORT (EIR)				
1	AGH	Agoura Hills	EIR - NOD	03/29/16
2	BJM	Black Jack Peak	EIR - NOD	03/29/16
3	BUR1	Burnt Peak	EIR - NOD	03/29/16
4	CPK	Castro Peak	EIR - NOD	03/29/16
5	DPK	Dakin Peak	EIR - NOD	03/29/16
6	FRP	Frost Peak	EIR - NOD	03/29/16
7	GMT	Grass Mountain	EIR - NOD	03/29/16
8	GRM	Green Mountain	EIR - NOD	03/29/16
9	JPk2	Johnstone Peak	EIR - NOD	03/29/16
10	LACF072	Los Angeles County Fire Station 72	EIR - NOD	03/29/16
11	LARICSHQ	LARICS Headquarters	EIR - NOD	03/29/16
12	LPC	Loop Canyon	EIR - NOD	03/29/16
13	MMC	Mount McDill	EIR - NOD	03/29/16
14	MLL	Magic Mountain Link	EIR - NOD	03/29/16
15	MTL2	Mount Lukens 2	EIR - NOD	03/29/16
16	OAT	Oat Mountain	EIR - NOD	03/29/16
17	PHN	Puente Hills	EIR - NOD	03/29/16
18	PMT	Pine Mountain	EIR - NOD	03/29/16
19	RIH	Rio Hondo	EIR - NOD	03/29/16
20	SDW	San Dimas	EIR - NOD	03/29/16
21	SGH	Signal Hill	EIR - NOD	03/29/16
22	TOP	Topanga Peak	EIR - NOD	03/29/16
23	TPK	Tejon Peak	EIR - NOD	03/29/16
24	TWR	Tower Peak	EIR - NOD	03/29/16
25	VPK	Verdugo Peak (County)	EIR - NOD	03/29/16
26	WMP	Whitaker Middle Peak	EIR - NOD	03/29/16
27	WTR	Whitaker Ridge	EIR - NOD	03/29/16
STATUTORILY EXEMPT (STATEX)				
1	APC	Airport Courthouse	STATEX - NOE	02/05/15
2	BHS	Baldwin Hills County	STATEX - NOE	12/12/16
3	BKK	BKK Landfill	STATEX - NOE	12/12/16
4	BMT	Bald Mountain	STATEX - NOE	11/13/14
5	CCB	Compton Court Building	STATEX - NOE	11/13/14
6	CCT	Criminal Court Building	STATEX - NOE	12/17/15
7	CLM	Claremont	STATEX - NOE	11/13/14
8	CRN	Cerro Negro	STATEX - NOE	12/17/15
9	DPW38	Los Angeles County DPW Water Tank	STATEX - NOE	12/12/16
10	FCCF	Los Angeles County Fire Command	STATEX - NOE	11/13/14
11	HPK	Hauser Peak	STATEX - NOE	11/13/14
12	LACFDEL	Los Angeles County Fire Del Valle	STATEX - NOE	11/13/14

LMR AMENDMENT 124
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
SITE LIST

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
13	LAN	Lancaster	STATEX - NOE	12/12/16
14	LASDTEM	Los Angeles County Sheriff Temple Station	STATEX - NOE	12/17/15
15	LDWP243	Aqueduct Cascades	STATEX - NOE	11/13/14
16	MDI	Mount Disappointment	STATEX - NOE	02/05/15
17	MIR	Mirador	STATEX - NOE	12/17/15
18	MLM	Mira Loma Facility	STATEX - NOE	11/13/14
19	MVS	Monte Vista	STATEX - NOE	11/13/14
20	ONK	Oat Mountain Nike	STATEX - NOE	11/13/14
21	PLM	Palmdale	STATEX - NOE	12/17/15
22	POM	Pomona Courthouse	STATEX - NOE	12/12/16
23	PRG	Portal Ridge	STATEX - NOE	02/05/15
24	RHT	Rolling Hills Transmit	STATEX - NOE	11/13/14
25	SPH	San Pedro Hill County	STATEX - NOE	12/12/16
26	UCLA	UCLA (Factor Building)	STATEX - NOE	12/12/16
CATEGORICALLY EXEMPT (CATEX)				
1	ESR	East Sunset Ridge	CATEX - NOE	07/11/19
2	RPVT	Rancho Palos Verdes Tee	CATEX - NOE	07/11/19
3	UNIV	Universal Studios (Inclusive of UNIV 10UCP and CityWalk)	CATEX - NOE	12/12/16
4	MCI/SPN	MCI	CATEX - NOE	08/05/21
MITIGATED NEGATIVE DECLARATION (MND)				
1	INDWT	Industry Water Tank	MND - NOD	7/31//2018
58	TOTAL SITE COUNT			

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

This Amendment Number One Hundred Twenty-Four (together with all exhibits, attachments, and schedules hereto, "Amendment No. 124") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____ 2024, based on the following recitals:

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 123.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) include certain additional work into the scope of the LMR System SUA and the scope of Phase 5 (LMR System Maintenance), which was included under Amendment No. 122 and Amendment No. 123; (b) revise the LMR System SUA Term to reflect the inclusion of nine (9) additional years in the amount of \$42,026,278, and will commence on November 17, 2030 and conclude on November 16, 2039; (c) remove the Software Maintenance costs for Years 7 through 15 in the amount of \$2,293,959 as these costs will be covered by and subsumed in the LMR System SUA and SUA costs; (d) include certain costs funded by the UASI Approval Authority to finish interconnection work required to achieve interoperability in the amount of \$1,740,000; (e) reflect a net increase to the Maximum Contract Sum in the amount of \$41,472,319 from \$236,708,028 to \$278,180,347; and (f) make other certain changes as set forth in this Amendment No. 124.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 124, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are 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. 124 refer to sections of the Agreement, as amended by this Amendment No. 124.

2. Inclusion of Certain Work into the Scope of Maintenance Work. The parties agree and acknowledge the Contractor will provide certain additional Maintenance Work scope as further described in this Amendment No. 124 at Section 4 (Inclusion of County of Los Angeles Sheriff's Department (LASD) Custody Sites into the Scope of Maintenance Work (LMR System Maintenance and LMR System SUA), Section 5 (Certain Software), Section 6 (Cloud Connections), Section 7 (LMR System SUA Work), and Section 8 (Interconnections for Interoperability), which will be reflected in a mutually agreed to, revised version of the Astro 25 and Third Party System Upgrade Agreement (SUA) with Hardware Upgrades and Cybersecurity for the LMR System (hereinafter referred to as "LMR System SUA") as well as the LA-RICS Astro System LMR System Maintenance Plan included in LMR Amendment No. 122 and LMR Amendment No. 124, respectively, at no additional cost to the Authority beyond the costs captured in Amendment No. 124. Such Maintenance Work will be performed in accordance with the Agreement, Exhibit A (Statement of Work), Exhibit B (LMR System Specifications), Exhibit D (LMR System Maintenance and Warranty), and the LMR System SUA, which is incorporated into Exhibit D (LMR System Maintenance and Warranty) herein by this reference. If the parties are not able to agree on the additional Maintenance Work scope after execution of this Amendment No. 124 to address Section 4 (Inclusion of County of Los Angeles Sheriff's Department (LASD) Custody Sites into the Scope of Maintenance Work (LMR System Maintenance and LMR System SUA), Section 5 (Certain Software), Section 6 (Cloud Connections), Section 7 (LMR System SUA Work), and/or Section 8 (Interconnections for Interoperability), then the Authority reserves its rights to terminate all or a portion of this Amendment No. 124.

3. Inclusion of the LMR System SUA for an Additional Nine (9) Year Term. Pursuant to this Amendment No. 124, the Authority and Contractor agree and acknowledge the Authority will include an additional nine (9) year Term in connection with the LMR System SUA, which, after the initial six (6) year term, will commence on November 17, 2030 and conclude on November 16, 2039, for a total maximum LMR System SUA Term of fifteen (15) years. The Contractor will perform such LMR System SUA Work in accordance with the Agreement, Exhibit A (Statement of Work), Exhibit B (LMR System Specifications), Exhibit D (LMR System Maintenance and Warranty), and the LMR System SUA, including any future amendments to these documents, which incorporated herein by this reference as part of Exhibit D (LMR System Maintenance and Warranty), in exchange for the amounts set forth in in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System) attached to this Amendment No. 124. The Authority will issue a Notice to Proceed (NTP) to the Contractor for each year of the SUA following budget appropriations with the not-to-exceed amounts for each applicable year pursuant to Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System).

Subject to Section 10.1 (Non-Appropriation of Funds) of the Base Agreement, Contractor acknowledges the Authority requires the issuance of an NTP annually as part of the Authority's procurement process. However, the Authority agrees that

the issuance or non-issuance of an NTP does not preclude the Authority from its contractual obligations as defined in the Agreement. In the event of termination for non-appropriation of funds, Contractor shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination.

LMR SYSTEM SUA FOR ADDITIONAL NINE (9) YEARS (YEAR 7-15)		
ITEM	DELIVERABLE	AMOUNT
1.	Conventional Site Controller	\$0
2.	Nokia MPLS	\$1,319,878
3.	Nokia Microwave	\$93,756
4.	CTI	\$594,134
5.	NICE	\$4,615,898
6.	Cybersecurity	\$1,456,789
7.	SUA II	\$33,945,823
TOTAL AMOUNT FOR LMR SYSTEM SUA NINE (9) YEAR TERM		\$42,026,278

4. Inclusion of County of Los Angeles Sheriff's Department (LASD) Custody Sites into the Scope of Maintenance Work (LMR System Maintenance and LMR System SUA). The parties agree and acknowledge that effective upon execution of this LMR Amendment No. 124, five (5) LASD Custody sites (MCJ, TTCF, CRDF, NCCF, and Ranch), which all consist of Motorola ASTRO ASR sites (four (4) P25 UHF trunked channels and two (2) UHF conventional standalone repeaters) are to be included into the scope of Maintenance Work, which is inclusive of Maintenance Services and LMR System SUA work, as revised in Amendment No. 123. Such Maintenance Work will include the maintenance and repair of Contractor's supplied RF, backhaul, and DC plant equipment. Contractor's scope excludes external interconnect to the LASD Custody DAS and backhaul circuits. The scope which is detailed in the LA-RICS Astro System LMR System Maintenance Plan and the LMR System SUA included under Amendment No. 122 and Amendment No. 123, respectively, will be revised mutually to reflect the inclusion of the five (5) LASD Custody sites. Such revised versions will be incorporated into the Agreement herein by this reference and Contractor shall perform the Maintenance Work pursuant to the mutually agreed upon scope.
5. Certain Software. The parties agree and acknowledge that Contractor will maintain certain software that was designed and implemented by Contractor, in particular, KMF, IMW, AMS, DPS Telecom, and Genesis as part of LMR System SUA.
6. Cloud Connections. The parties agree and acknowledge that all future cloud connections will be covered under/via an established ACS connection for the six year period as defined in the Interconnections for Interoperability scope.

7. LMR System SUA Work. The parties agree and acknowledge that inclusion of additional scope to the LMR System SUA pursuant to this Amendment No. 124, shall in no way supersede the maintenance requirements set forth in the Agreement. In the event there is a conflict between the LMR System SUA and the maintenance requirements in the Agreement, or any other provision contained in the Agreement, the more stringent provision shall apply.
8. Interconnections for Interoperability. The parties agree and acknowledge to include certain interconnection Work and corresponding costs, which will be funded by the UASI Approval Authority, for interconnection work required to enable interoperability in the amount of \$1,740,000. The parties further agree and acknowledge that Contractor will provide the Authority with 150 simultaneous talk paths over the course of six (6) years. Additionally, the parties agree and acknowledge Contractor will provide LA-RICS Users with a SmartConnect subscription rate of \$5 (WiFi and Broadband) per device per month. Such FNE interconnection and SmartConnect Work will include all requisite implementation and configuration Work with the exception of any subscriber related services. The parties further agree and acknowledge the specific details and subscriptions will be mutually developed, finalized, and upon mutual agreement, will be incorporated into the Agreement herein by this reference. Should this occur, the Authority will then issue an NTP for the interconnection scope and corresponding costs set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is incorporated into the Agreement by way of this Amendment No. 124, and Contractor shall perform the interconnection work pursuant to the mutually agreed upon specifications.
9. Dedicated Regional Liaison. The parties agree and acknowledge that in an effort to achieve interoperability within the Los Angeles County region, it is necessary for the Contractor to coordinate with not only with LA-RICS Users, but also with the various agencies and municipalities in the region to minimize the impact disparate radio communication systems have on interoperability. Contractor agrees to mitigate this interoperable disparity by providing a dedicated regional liaison by June 2025, that will work to coordinate, educate, advocate, deploy, and implement interoperable goals for the region to achieve interoperability.
10. Discount. The parties agree and acknowledge that Contractor will give LA-RICS Members/Subscribers, that have not otherwise secured a more favorable discount, a 42% discount off list price/MSRP costs for all devices provided by Contractor for a period of three (3) years from the date of execution of this LMR Amendment No. 124.
11. Amendments to the Agreement.
 - 11.1 Section 3 (Term) of the Base Document of the Agreement is deleted in its entirety and replaced with the following:

3. Term

3.1. Initial Term and Option Terms

The initial term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). The Authority may extend the Initial Term of this Agreement for up to fifteen (15) additional consecutive one-year terms (each an "Option Term") in order for Contractor to perform Maintenance Work under Phase 5.

Pursuant to Amendment No. 123 and Amendment No. 124, a total Term of fifteen (15) years for the LMR System SUA has been included into the Agreement and such LMR System SUA Work will form part of Phase 5 (LMR System Maintenance) Maintenance Work. Each year of the fifteen (15) year Term in connection with the LMR System SUA will run concurrently with the Option Terms for Phase 5 (LMR System Maintenance).

Each Option Term shall be exercisable in the sole and unilateral discretion of the Authority in accordance with Section 4.1.2.2 (Unilateral Options). The Authority will endeavor to initiate the process described under Section 4.1.2.2 (Unilateral Options) no later than ninety (90) Days prior to the expiration of the Initial Term or then-current Option Term, but the Authority's failure to initiate such process within such timeframe shall not prevent the Authority from thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

3.1.1 Year 1 of Phase 5 (LMR System Maintenance) and LMR System SUA

The Initial Term, inclusive of the Warranty Period, concluded on November 16, 2024. Pursuant to Amendment No. 122 (Unilateral Amendment No. 34), the first Year 1 of the potential fifteen (15) consecutive one-year Option Terms for LMR System Maintenance in connection with Phase 5 (LMR System Maintenance) has been unilaterally exercised. The first Year 1 Option Term commenced on November 17, 2024, and concludes on November 16, 2025.

Pursuant to Amendment No. 123 and Amendment No. 124, the LMR System SUA fifteen (15) year Term will commence on November 17, 2024, and conclude on November 16, 2039.

- 11.2 Section 8.1.1 of Section 8.1 (Maximum Contract Sum and Contract Sum – General) of the Base Document of the Agreement, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Seventy-Eight Million, One Hundred Eighty Thousand, Three Hundred Forty-Seven Dollars (\$278,180,347), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 11.3 Section 24.4.5 of Section 24.4 (Limitation of Liability) of the Base Document of the Agreement, is hereby deleted in its entirety and replaced with the following:

24.4.5 Limitation of Liability for Phase 5 (LMR System Maintenance)

For all Phase 5 work, the limitation of liability shall be 1.75 times the annual Maintenance Fees set forth in Exhibit C (Schedule of Payments). For Year 1 of Phase 5 (LMR System Maintenance), that amount is One Hundred Eighteen Million, Nine Hundred Forty-Nine Thousand, Seven Hundred Seventy-Six Dollars (\$118,949,776) (i.e. $\$67,971,300 \times 1.75 = \$118,949,776$).

12. Amendments to Agreement Exhibits.

- 12.1 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. 124 and incorporated into the Agreement herein by this reference. The new Exhibit C.1 reflects the exercised Unilateral Option Sum for Year 1 of LMR System SUA as part of Phase 5 (LMR System Maintenance) made payable as a Contract Sum.
- 12.2 Exhibit C.6 (LMR System Maintenance) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.6 (LMR System Maintenance), which is attached to this Amendment No. 124 and incorporated into the Agreement herein by this reference. The revised Exhibit C.6 reflects the removal of Software Maintenance for Years 7 – 15 as these costs are now covered by and subsumed in the LMR System SUA.
- 12.3 Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System) is deleted in its entirety and replaced with Exhibit C.25 (System Upgrade

Agreement (SUA) for the LMR System) to reflect LMR System SUA costs for an additional nine (9) year Term, which is attached to this Amendment No. 124 and incorporated herein by this reference.

- 12.4 New Exhibit C.26 (Interconnections for UASI Approval Authority) is included into Exhibit C (Schedule of Payments) to reflect certain interconnection costs for the UASI Approval Authority, which is attached to this Amendment No. 124 and incorporated herein by this reference.
- 12.5 Exhibit D (LMR System Maintenance and Warranty) will be mutually revised to reflected an updated version of the LMR System SUA, to reflect the scope of SUA services Contractor will provide the Authority pursuant to his Amendment No. 124, which is incorporated into the Agreement herein by this reference.
- 12.6 New Exhibit Q (Interconnections for UASI Approval Authority) is included into Agreement to reflect the scope for certain interconnection costs for the UASI Approval Authority, which will be mutually developed, finalized, and upon mutual agreement, will be incorporated into the Agreement herein by this reference.
- 13. This Amendment No. 124 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 13.1 An authorized agent of the Contractor has executed this Amendment No. 124;
 - 13.2 Counsel to the Authority has approved this Amendment No. 124 as to form;
 - 13.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 124;
 - 13.4 The Executive Director of the Authority has executed this Amendment No. 124.
- 14. Except as expressly provided in this Amendment No. 124, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
- 15. Contractor and the person executing this Amendment No. 124 on behalf of Contractor represent and warrant that the person executing this Amendment No. 124 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 124, and that all requirements of Contractor to provide such actual authority have been fulfilled.

16. This Amendment No. 124 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 TWENTY-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. 124 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: _____

Scott Lees
West Region Vice President

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

DAWYN R. HARRISON
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
LMR SYSTEM PHASES 1 THROUGH 4				
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (PHASES 1 to 4):	\$ -	\$ 162,163,724	\$ 13,505,169	\$ 148,658,553
PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 47,192,815	\$ 3,370,915	\$ -	\$ 47,192,815
LMR System SUA (15 Years)	\$ -	\$ 64,600,385	\$ -	\$ 64,600,385
TOTAL (PHASES 1 to 5):	\$ 47,192,815	\$ 165,534,639	\$ 13,505,169	\$ 195,851,368
ADDITIVE ALTERNATES				
Bounded Area Coverage Additive Alternate^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 20,828,448	\$ -	\$ 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
ADDITIONAL/SUPPLEMENTAL				
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		\$ 3,674,070	\$ 358,021	\$ 3,316,050
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 1,740,000		\$ 1,740,000
SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:	\$ 121,847,253	\$ 246,886,291	\$ 21,693,937	\$ 343,668,690
TOTAL CONTRACT SUM:	\$246,886,291			
LMR Discounts^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$278,180,347			

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.6 - SCHEDULE OF PAYMENTS

PHASE 5 - LMR SYSTEM MAINTENANCE

Deliverable B.5	Annual Unilateral Option Sum															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	Moved to Contract Sum	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 1,114,390	\$ 15,601,461
ACVRS Maintenance	Moved to Contract Sum	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 596,179	\$ 8,346,505
LARTCS Maintenance	Moved to Contract Sum	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 601,325	\$ 8,418,552
NMDN Maintenance	Moved to Contract Sum	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 308,592	\$ 4,320,283
Console Maintenance	Moved to Contract Sum	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 6,803	\$ 95,248
Logging Recorder Maintenance	Moved to Contract Sum	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 61,320	\$ 858,480
Site Interconnection/Backhaul Subsystem Maintenance	Moved to Contract Sum	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 400,106	\$ 5,601,486
System Mgmt./Monitoring Subsystem Maintenance	Moved to Contract Sum	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 216,836	\$ 3,035,709
Inventory/Maint. Tracking Subsystem Maintenance	Moved to Contract Sum	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 65,364	\$ 915,091
Software Maintenance	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA	Covered by SUA
Total for Phase 5 - LMR System Maintenance*:	\$ -	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 3,370,915	\$ 47,192,815

Deliverable B.5	Annual Contract Sum - Annual Payable Amount															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Total
DTVRS Maintenance	\$ 1,114,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,114,390
ACVRS Maintenance	\$ 596,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$596,179
LARTCS Maintenance	\$ 601,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$601,325
NMDN Maintenance	\$ 308,592	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$308,592
Console Maintenance	\$ 6,803	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,803
Logging Recorder Maintenance	\$ 61,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,320
Site Interconnection/Backhaul Subsystem Maintenance	\$ 400,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,106
System Mgmt./Monitoring Subsystem Maintenance	\$ 216,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$216,836
Inventory/Maint. Tracking Subsystem Maintenance	\$ 65,364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,364
Software Maintenance	Covered by SUA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total for Phase 5 - LMR System Maintenance*:	\$3,370,915	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,370,915

*Remaining Phase 5 costs are contained in Exhibit C.25 (System Upgrade Agreement (SUA) for the LMR System)

SCHEDULE OF PAYMENTS

EXHIBIT C.25 - SYSTEM UPGRADE AGREEMENT (SUA) FOR THE LMR SYSTEM

(Fifteen Year SUA Total including Hardware Migrations, Third Party and Cybersecurity Pursuant to Amendment No. 124 and LMR System SUA)

SYSTEM UPGRADE AGREEMENT (SUA) COST FOR PHASE 5 (LMR SYSTEM MAINTENANCE)																	
ITEM	DELIVERABLE	SERVICE PERIOD															CONTRACT SUM PAYABLE AMOUNT
		YEAR 1 11/17/24 - 11/16/25	YEAR 2 11/17/25 - 11/16/26	YEAR 3 11/17/26 - 11/16/27	YEAR 4 11/17/27 - 11/16/28	YEAR 5 11/17/28 - 11/16/29	YEAR 6 11/17/29 - 11/16/30	YEAR 7 11/17/30 - 11/16/31	YEAR 8 11/17/31 - 11/16/32	YEAR 9 11/17/32 - 11/16/33	YEAR 10 11/17/33 - 11/16/34	YEAR 11 11/17/34 - 11/16/35	YEAR 12 11/17/35 - 11/16/36	YEAR 13 11/17/36 - 11/16/37	YEAR 14 11/17/37 - 11/16/38	YEAR 15 11/17/38 - 11/16/39	
1	Conventional Site Controller	--	\$150,760	--	--	--	--	--	--	--	--	--	--	--	--	--	\$150,760
2	Nokia MPLS	\$102,056	\$106,139	\$110,384	\$114,799	\$119,391	\$124,167	\$127,892	\$131,729	\$135,681	\$140,429	\$145,344	\$150,432	\$156,449	\$162,707	\$169,215	\$1,996,814
3	Nokia Microwave	\$6,747	\$7,111	\$7,499	\$7,911	\$8,351	\$8,820	\$9,085	\$9,357	\$9,638	\$9,975	\$10,324	\$10,686	\$11,113	\$11,558	\$12,020	\$140,195
4	CTI	\$34,991	\$42,449	\$40,155	\$48,709	\$46,071	\$55,893	\$57,570	\$59,297	\$61,076	\$63,213	\$65,426	\$67,716	\$70,424	\$73,241	\$76,171	\$862,402
5	NICE	\$333,542	\$336,839	\$360,068	\$383,297	\$407,991	\$434,239	\$447,266	\$460,684	\$474,505	\$491,112	\$508,301	\$526,092	\$547,135	\$569,021	\$591,782	\$6,871,874
6	Cybersecurity	\$213,232	\$117,148	\$121,834	\$126,707	\$131,776	\$137,047	\$141,158	\$145,393	\$149,755	\$154,996	\$160,421	\$166,036	\$172,677	\$179,585	\$186,768	\$2,304,533
7	SUA II	\$2,922,955	\$2,972,894	\$3,024,831	\$3,078,844	\$3,135,019	\$3,193,441	\$3,289,244	\$3,387,922	\$3,489,559	\$3,611,694	\$3,738,103	\$3,868,937	\$4,023,694	\$4,184,642	\$4,352,028	\$52,273,807
Includes three (3) ISSI Licenses with the Automatic Roaming feature, and required configurations for their use																	
TOTAL SUA AMOUNT PER SERVICE PERIOD:		\$3,613,523	\$3,733,340	\$3,664,771	\$3,760,267	\$3,848,599	\$3,953,607	\$4,072,215	\$4,194,382	\$4,320,214	\$4,471,419	\$4,627,919	\$4,789,899	\$4,981,492	\$5,180,754	\$5,387,984	\$64,600,385
TOTAL SUA AMOUNT FOR ALL FIFTEEN (15) YEAR SERVICE PERIODS*:																	\$64,600,385

*Remaining Phase 5 costs are contained in Exhibit C.6 (LMR System Maintenance)

SCHEDULE OF PAYMENTS
EXHIBIT C.26 - INTERCONNECTIONS FOR UASI APPROVAL AUTHORITY (AA)

INTERCONNECTIONS FOR UASI APPROVAL AUTHORITY (AA)		
ITEM	DELIVERABLE	CONTRACT SUM PAYABLE AMOUNT
1	One (1) Premium Critical Connect Solution and configuration(s) (CalOES and surrounding counties)*	\$1,300,000
2	Upgrade two (2) Manual Roaming to Auto Roaming (\$125,000 each)	\$250,000
3	Dedicated priority circuit costs (3-year grant term) (\$30,000 per year)	\$90,000
4	Mutual Aid Roaming Licenses for 50,000 Licenses	\$100,000
TOTAL FOR INTERCONNECTIONS FOR UASI AA:		\$1,740,000